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August 10, 2000

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VIA HAND DELIVERY

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 1200 West Washington
 Phoenix, Arizona 85007

**Re: U S WEST Communications, Inc.'s Compliance with Section 271 of the
 Telecommunications Act of 1993, Docket No. T-00000A-97-0238**

To Whom It May Concern:

Enclosed for filing in the above matter are the original and ten copies of the Rebuttal Affidavits of Lori A. Simpson and Thomas R. Freeberg on behalf of Qwest Corporation. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Timothy Berg

TB/dp
 Enclosure

cc: All parties of record
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BEFORE THE ARIZONA CORPORATION COMMISSION

CARL J. KUNASEK
CHAIRMAN
JIM IRVIN
COMMISSIONER
WILLIAM A. MUNDELL
COMMISSIONER

IN THE MATTER OF QWEST)
CORPORATION'S COMPLIANCE WITH)
§ 271 OF THE TELECOMMUNICATIONS)
ACT OF 1996)
_____)

DOCKET NO. T-00000B-97-0238

REBUTTAL AFFIDAVIT OF

LORI A. SIMPSON

for

QWEST CORPORATION

RE: CHECKLIST ITEM 14 - RESALE

AUGUST 10, 2000

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I. Purpose of Rebuttal Affidavit

The purpose of my rebuttal affidavit is to respond to testimony of Thomas Priday of WorldCom (WCom) and to the testimony of Kenneth Wilson of AT&T concerning Qwest Corporation's (Qwest, formerly U S WEST Communications, Inc.) satisfaction of checklist item 14.

II. Executive Summary

My initial affidavit and supplemental affidavit filed in this matter establish that Qwest has satisfied the requirements of the Telecommunications Act of 1996 (Telecom Act) and Federal Communications Commission (FCC) orders for providing retail telecommunications services for resale, which are prerequisites for Qwest's entry into the interLATA long distance market in Arizona. Qwest meets these requirements in Arizona through its SGAT and Commission-approved interconnection and resale agreements, which fulfill Qwest's obligation to provide retail telecommunications services for resale under concrete and specific legally binding terms and conditions that meet the requirements of the Telecom Act and FCC rules.

This rebuttal affidavit provides additional evidence of Qwest's compliance with the Telecom Act and FCC rules regarding services available for resale and responds to the CLEC's questions and comments about how Qwest makes services available for resale by CLECs.

III. Qwest's Response to Comments of AT&T and WorldCom

In its testimony in this matter, AT&T makes approximately 30 comments and suggestions regarding resale and the resale section of the SGAT, and, similarly, WCom makes numerous comments and suggestions concerning resale and changes to the SGAT's terms for resale, as well as general comments about the migration process for resale orders.

I will address each comment and suggestion, beginning with: A) those AT&T and WCom comments that address services available for resale and related SGAT provisions; next, B) comments about resale discounts and related provisions of the SGAT; next, C) comments about alleged restrictions on resale and related provisions of the SGAT; and, last, D) all remaining comments.

A) Qwest's Response to AT&T and WCom Comments Concerning Services Available for Resale

1) In its comments, AT&T indicates that it "has two primary concerns with the language" in Section 6.1.1 of the SGAT: "(a) it is slightly inconsistent with the § 251(c)(4) of the Act, and (b) it appears to limit the resale obligation to only those products identified in [Qwest]'s tariff."¹

¹ Testimony of Kenneth Wilson for AT&T at p 76 ("Wilson").

Qwest does not agree that either of AT&T's concerns is valid based on the existing language of this section of the SGAT. However, Qwest proposes the following changes to clarify this provision:

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Service that it provides at retail to subscribers who are not Telecommunication Carriers, subject to the terms and conditions of this Section. All Qwest retail telecommunications services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs, Catalogs, or Price Lists.

AT&T goes on to complain that capitalizing the term "Telecommunications Service" in Section 6.1.1 somehow limits Qwest's obligation to offer for resale any of the telecommunications services that it offers to its retail end users because "Telecommunications Service" means services offered to the "public" under the definitions section of the SGAT. And, AT&T explains, the term "public" may not include services offered to companies or government entities.²

In response, Qwest points out that the plain language of Section 6.1.1 obligates Qwest to offer for resale "any Telecommunications Service that it provides to subscribers who are not Telecommunication Carriers . . ." Furthermore, AT&T apparently believes the term "public" refers only to residential end users. Qwest believes the term "public" refers to people in general. Accordingly, Qwest does not

² Id.

agree that the capitalization of the term referenced above limits its resale obligations.

WCom commented on Section 6.1.1 of the SGAT, but made different suggestions than AT&T. WCom suggests that "a CLEC should be able to purchase at a discount any service offered by Qwest at retail," including "911, voice mail, etc."³

Qwest points out that Section 6.1.1, which currently provides for the resale of any *telecommunications* service, is based directly on Section 251(c)(4) of the Telecom Act, which requires Qwest "to offer for resale at wholesale rates any *telecommunications* [italics added] service that the carrier provides at retail to subscribers who are not telecommunications carriers." Accordingly, Qwest maintains that this section of the SGAT, as written, is complete and correct, and it is consistent with the Telecom Act.

Qwest's response to WCom regarding its suggestion that it be allowed to resell voice messaging may be found below. Concerning universal emergency service (911 service), 911 service is not a stand-alone telecommunications service provided at retail by Qwest. 911 service is, of course, provided with each retail and resold local exchange service line provided to Qwest's retail end users and to reseller CLECs. Accordingly, no change to the SGAT is necessary.

³ Testimony of Thomas Priday for WorldCom at p 43 ("Priday").

2) AT&T comments that Section 6.2.2.6 "places a restriction on the resale of enhanced/informational [sic] services, such as voice mail," and claims that Qwest has not proven that this is a valid restriction, and it should be deleted.⁴

Qwest is not required to offer voice messaging service for resale as it is not a telecommunications service, it is an information service, and this position is consistent with the FCC's holding in the BellSouth 271 decision. Specifically, the FCC held:

. . . voice mail and voice messaging services are information services, not telecommunications services, and, thus, are not subject to this checklist provision . . . voice messaging services are not subject to the resale provision of checklist item (xiv) because they are not telecommunications services.⁵

Qwest complies with the requirements of the FCC when it does not offer voice messaging service for resale.

2) WCom comments on Section 6.2.2.4, suggesting that this section be modified to provide that CLEC may resell any "N11," services, including "411," that Qwest may make available to its retail end users.⁶ Qwest believe this is a dialing parity and not a resale issue, but provides the following response. Qwest currently provides directory assistance service (referred to as "411" by WCom) for resale,

⁴ Wilson at p 78.

⁵ Memorandum Opinion & Order, *Application of Bell Atlantic New York Pursuant to Section 271 of the Communications Act of 1934, as amended, to Provide In-Region InterLATA services in New York*, CC Docket No. 99-295, FCC 99-404, at ¶ 314 (rel. Dec. 22, 1999) ("*Bell Atlantic New York Order*").

and it is listed in Exhibit A with the applicable wholesale discount; furthermore, directory assistance terms and conditions are included in a separate section of the SGAT. Should Qwest offer any other telecommunications services at retail that use an "N11" dialing arrangement, the underlying service would be available for resale, and the dialing arrangement would also be available (under dialing parity rules). The SGAT already provides for resale of all telecommunications services, so no changes are required in this regard.

3) Next, AT&T claims that in Section 6.2.2.8, "[Qwest] withdraws 'Grandfathered Services'" from resale, and that the in the First Report and Order, ¶ 968, the FCC requires that [Qwest] must provide Grandfathered Services for resale by CLECs, and suggests this section of the SGAT be deleted in its entirety.⁷

In fact, contrary to AT&T's testimony, Qwest provides for resale of grandfathered services precisely as required under the FCC's rules cited by AT&T, namely that grandfathered services be available for resale only to grandfathered end users of those services. Specifically, in the First Report and Order, ¶ 968, the FCC held:

. . . We conclude that, when an incumbent LEC grandfathers its own customers of a withdrawn service, such grandfathering should also extend to reseller end users. For the duration of any grandfathering period, all grandfathered customers should have the right to purchase such grandfathered services either directly from the incumbent LEC or

⁶ Priday at p 43.

⁷ Wilson at p 78.

indirectly through a reseller. The incumbent LEC shall offer wholesale rates for such grandfathered services to resellers for the purpose of serving grandfathered customers.

Similarly, 47 C.F.R. § 51.613 provides that:

When an incumbent LEC makes a telecommunications service available only to a limited group of customers that have purchased such a service in the past, the incumbent LEC must also make such a service available at wholesale rates to requesting carriers to offer on a resale basis to the same limited group of customers that purchased such a service in the past.

The limitation on reselling grandfathered services only to existing end users of the grandfathered service is consistent with the FCC's requirements regarding the resale of grandfathered services. Accordingly, Qwest does not agree to delete this section of the SGAT, but does propose modifying it for clarity, as follows:

6.2.2.8 Grandfathered services are available for resale by CLEC to existing end-users of the grandfathered product or service.

4) AT&T complains that Section 6.3.1 "apparently attempts to limit resold services by listing certain services on Exhibit A." AT&T goes on to say "the limitation of services available and identified in Exhibit A should be deleted. Second, the discount rate is a pricing issue, but for all services not listed in Exhibit A, the pricing is an uncertain term assuming the Exhibit reference is not deleted."⁸

The FCC has held that any list of services available for resale is not prohibited as long as the list is inclusive of a phrase such as "any telecommunication service that the carrier provides at retail to subscribers who are

less promotion period, such second and subsequent promotion(s) will be available to CLEC for resale with any applicable wholesale discount.

WCom makes essentially the same recommendations regarding this section,¹² and Qwest makes the same response.

B) Qwest's Response to AT&T and WCom's Comments on Resale Discounts

1) WCom comments that under Section 6.3.4, "CLEC is required to pay PIC change charges without wholesale discount," and that a discount should apply to PIC change charges which should be considered a retail service that a CLEC is able to purchase at the wholesale discount rate.¹³

In response, Qwest notes that the charge to change an end user's primary interexchange carrier (PIC) (the "PIC change charge") is not a *retail telecommunications service*, and so is not subject to the wholesale discount on that basis. (See the definitions of "telecommunications service" above from the Telecom Act.) Nor is the PIC change charge a *nonrecurring charge related to a telecommunications service* offered at retail by Qwest; the underlying service for which the PIC charge applies is interLATA toll, which is not offered by Qwest. Therefore, Qwest does not agree to change the SGAT as suggested by WCom.

¹² Priday at p 44.

¹³ Id. p 48.

6.2.2 Services available for resale under this Agreement ~~Basic Exchange Telecommunications Service, Basic Exchange Features, Private Line Service, Frame Relay Service and IntraLATA Toll~~ may be resold only for their intended or disclosed use and only to the same class of end user to which Qwest sells such services (e.g., residence service may not be resold to business end users). ~~Service provided directly to CLEC for its own use and not resold to end users, such as administrative services, must be identified by CLEC, and CLEC must pay the full retail rates and prices for such services.~~

2) AT&T claims that Section 6.2.2.7, makes Contract Service Arrangements (CSAs) "available for resale under limited terms and conditions."¹⁷

However, AT&T provides no additional information to explain this comment. The terms under which Qwest offers CSAs for resale are the same as those that the FCC approved in the Bell Atlantic New York 271 decision. As in Bell Atlantic, reseller CLECs in Qwest may resell any of Qwest's CSAs to any end user that meets the terms and conditions of that particular CSA, and they may aggregate traffic from multiple customers to satisfy any volume requirements. If an end user chooses to terminate its service with Qwest, whether to switch to a reseller or for some other reason, it may be subject to reasonable and nondiscriminatory termination liabilities if they were part of the original terms of the CSA agreed to by the end user. And, as noted by Bell Atlantic New York in its 271 application, the

¹⁷ Id. at p 78.

FCC has acknowledged in its BellSouth 271 decision that these types of termination liabilities are both permissible and procompetitive.¹⁸

AT&T goes on to state that "Exhibit A states that negotiated contract agreements receive 0% discount."¹⁹ Qwest cannot find such a reference in Exhibit A.

3) AT&T comments next on what it refers to as Section 6.2.8, but it must refer instead to Section 6.2.9, based on its comments. AT&T claims that "[Qwest] has diminished the CLEC's right to obtain unbranded and rebranded operator services and illegally transferred the burden to the CLEC to seek such branding under various sections of the SGAT."²⁰

Although it is not entirely clear what AT&T complains of in its testimony, it may be that AT&T finds it problematic that branding is mentioned in various sections of the SGAT. Qwest points out that CLECs may obtain rebranded or unbranded directory assistance or operator services from Qwest, where technically feasible, under the terms of the SGAT, and so Qwest complies with the FCC's

¹⁸ See Bell Atlantic New York 271 Application: ((See South Carolina Order ¶ 222; Application of BellSouth Corporation, et al. Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services In South Carolina, Memorandum Opinion and Order, 13 FCC Rcd 539, ¶ 222 (1997). Expanded Interconnection with Local Telephone Company Facilities, Second Memorandum Opinion and Order on Reconsideration, 8 FCC Rcd 7341, ¶ 40 (1993) (concluding that similar termination liability provisions "reasonably balance the interest of both the LECs and their customers")); and See Bell Atlantic New York's Lacouture/Troy Decl.

¹⁹ Wilson at p 78.

²⁰ Id. p 80.

requirements. However, in order to avoid any confusion, Qwest suggests changing Section 6.2.9 as follows:

6.2.9 For CLEC's resold local exchange service lines that provide access to Qwest's directory assistance and operator services, such directory assistance and operator services may be provided with one of three options for branding: 1) Qwest branding; 2) CLEC branding; or 3) no branding, at CLEC's request; where technically feasible. Terms and conditions for branding are provided in this Agreement in Section 10.5 for directory assistance service, and in Section 10.7 for operator services. If assistance, or intraLATA long distance as a part of the basic exchange resold line, such services will be offered with standard [Qwest] branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the resold line without the prior written approval of [Qwest]. However, at the request of CLEC and where technically feasible, [Qwest] will rebrand operator services and directory assistance in CLEC's name, in accordance with terms and conditions outlined in Sections 10.5 and 10.7.

WCom also comments on Section 6.2.9, complaining that it "obligates the CLEC to either use Qwest's branding or pay to have CLEC's branding applied, even if CLEC chooses to have no branding," and "[t]his places an undue cost burden on the CLEC to purchase branding when the CLEC's business plan does not require it." ²¹

WCom seems to be saying that if it is technically feasible to *brand* or *unbrand* Qwest's directory assistance or operator services, and because paying for *branding* may place an "undue cost burden" on a CLEC, then *unbranding* should be provided for free by Qwest. This makes no sense, and is not consistent with FCC rules. The FCC held in its First Report and Order, at ¶ 971, that the FCC

²¹ Friday at p 46.

“recognize[s] that an incumbent LEC may incur costs in complying with a request for unbranding or rebranding requests. Because we do not have a record on which to determine the level of fees or wholesale pricing offsets that may reasonably be assessed to recover these costs, we leave such determinations to the state commissions.” Qwest must rebrand or unbrand these services where technically feasible, and the FCC clearly contemplated an incumbent such as Qwest charging the CLEC for doing so. Accordingly, Qwest rejects WCom’s suggestions as they are not consistent with the FCC’s rules.

4) AT&T comments on Section 6.2.14, which it claims “attempts to limit [Qwest’s] resale obligation to locations in which ‘facilities currently exist.’”²²

The SGAT does not, in fact, limit resale as suggested by AT&T, and Qwest does not agree to modify this section of the SGAT.

5) AT&T next comments on Section 6.1.3, saying it “places restrictions on the resale of certain [Qwest] services,” and that “the legal presumption is that this restriction is unreasonable and discriminatory unless [Qwest] proves otherwise.”²³

Section 6.1.3 of the SGAT provides:

6.1.3 Certain Qwest services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

²² Wilson at p 81.

²³ Id. at p 77.

Qwest does not agree that this section places any restrictions on resale of services, nor that "the legal presumption" referred to by AT&T may be made about a cross-reference to another section of the SGAT.

D) Qwest's Response to Remaining Comments by AT&T and WCom Concerning Resale

1) AT&T comments on Section 6.1.2, claiming that in this section "[Qwest] is inappropriately and unilaterally describing the resale obligations of the CLEC that employs the SGAT," and that the obligation of a CLEC to provide its services for resale by [Qwest] is not identical to [Qwest's] obligations to provide its services for resale by CLECs. AT&T recommends deleting this section in its entirety.²⁴

CLECs do have an obligation to provide their services for resale by Qwest under Section 251(b)(1) the Telecom Act, and it is appropriate to note this reciprocal obligation in the SGAT. However, for clarity, Qwest suggests that this section be modified as follows:

6.1.2 While tThis Section 6.0 of this Agreement addresses the provision of certain Qwest services to CLEC for resale by CLEC, the parties also acknowledge that CLEC is required to provide its services to Qwest for resale by Qwest, should Qwest wish to do so. Upon request by Qwest, CLEC and Qwest shall enter into negotiations for such an arrangement, and the parties shall enter into a written agreement. All such negotiations and agreements shall be governed by the provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules. Should Qwest wish to obtain similar services from CLEC for resale, the terms and

²⁴ Id. at p 76.

~~conditions of this Agreement shall apply, and the Parties will negotiate the rates at which Qwest may purchase such services. Any dispute in such negotiations, shall be resolved in accordance with the dispute resolution section of this Agreement.~~

In its testimony, WCom also comments on Section 6.1.2. It makes a suggestion similar to AT&T's, and Qwest makes the same reply.

2) AT&T comments on Section 6.2.10 of the SGAT, and it suggests that the section should be made reciprocal or deleted. Qwest suggests the following change be made:

6.2.10 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA and intraLATA services. CLEC and Qwest shall follow all applicable laws, rules, and regulations with respect to PIC changes. and Qwest shall disclaim any liability for CLEC's improper interLATA and intraLATA PIC change requests, and CLEC shall disclaim any liability for Qwest's improper intraLATA PIC changes.

3) Next, AT&T suggests that Qwest "produce for examination" all training materials referred to in Section 6.2.1 because without producing the materials, the Commission and the CLECs cannot judge them.²⁵

AT&T provides no foundation or legal authority to conclude that the training and training materials that Qwest makes available to CLECs must be reviewed by the Commission for approval of checklist item 14, resale. Furthermore, in my supplemental affidavit filed in this matter, I provide a list of the various training and training documents available to CLECs, as well as the Qwest web site address (i.e.,

²⁵ Wilson at p 77.

Error! Bookmark not defined.) where CLECs may access this information and materials. AT&T did not seek production of these materials in discovery. For these reasons, Qwest does not agree that it is necessary to produce the materials it may provide to CLECs for purposes of training them on resale.

4) AT&T comments that the last sentence in Section 6.2.2 appears "to be requiring CLECs to pay an LSR fee,"²⁶ and suggests deleting the sentence. Nothing in this section implies that any "fees" must be paid; this section merely points out that CLECs may not resell services at a discount to themselves for use as their own administrative service.

In response, Qwest suggests deleting the last sentence from Section 6.2.2, and proposes making this a separate subsection in the SGAT, as follows:

6.2.2.12 Service provided directly to CLEC for its own use and not resold to end users, such as administrative services, must be identified by CLEC as such, and CLEC must pay the full retail rates and prices for such services.

5) Next, AT&T suggests that Qwest clarify the language in Section 6.2.2.4 concerning 911 service.²⁷ Qwest believes this is a good suggestion, and proposes making the following modifications:

6.2.2.4 Universal Emergency Number Service is not available is not available for resale. Universal Emergency Number Service (i.e., "911"

²⁶ Id. at p 77.

²⁷ Id. at p 78.

service) is provided with each local exchange service line resold by CLEC whenever 911 service would be provided on the same line if provided by Qwest to a Qwest retail end user, and with the same quality and in the same time and manner as 911 service is provided to Qwest's retail end users.

6) AT&T questions why Qwest requires CLECs to resell Megabit service from the interstate tariff rather than an intrastate tariff under Section 6.2.2.11.²⁸

In response, Qwest suggests simply deleting this section of the SGAT. Under the terms of the SGAT, this would have the effect of making Megabit available for resale from whatever Qwest tariffs, catalogs, or price lists may include Megabit as a retail telecommunications offering.

7) AT&T suggests that in Section 6.2.3, Qwest's description of its resale quality of service obligation is "slightly inconsistent with the law as written."²⁹ Having reviewed this suggestion, Qwest proposes modifying this section of the SGAT as follows:

6.2.3 Qwest shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself and others, including subsidiaries, affiliates, other CLEC resellers, and Qwest's retail end users.

²⁸ Id. at p 79.

²⁹ Id.

AT&T also objects to the use of the term “retail end users” in this Section, suggesting use of this language is somehow an attempt by Qwest to limit its resale obligation to some group of end users that Qwest “dubs ‘retail’ end users.”³⁰

Qwest uses the term “retail end users” to refer to those end users that purchase or lease its retail telecommunications products and services. It is as simple as that. How this use of the term could be a restriction on resale is absolutely unclear. Furthermore, there are other end users in Qwest’s business, such as wholesale end users (i.e., those that purchase or lease wholesale products and services), and those end users are properly distinguished from retail end users. Qwest does not agree that use of the term “retail end users” is problematic.

WCom also comments on this section of the SGAT, making a different suggestion than that made by AT&T, suggesting that “[t]he term ‘substantially the same’ is ambiguous and creates the opportunity for conflicting interpretations by the parties,” and that this section should be rewritten.³¹

In response to the concern expressed by WCom, Qwest points out that the Telecom Act requires Qwest to provide services for resale by CLECs on a nondiscriminatory basis, meaning in “substantially the same time and manner” as it

³⁰ Id.

³¹ Friday at p 45.

provides like services to its retail end users.³² Furthermore, in its *Bell Atlantic New York* order the FCC explained:

[F]or those functions the BOC provides to competing carriers that are analogous to the functions a BOC provides to itself in connection with its own retail service offerings [i.e., resale], the BOC must provide access to competing carriers in “substantially the same time and manner” as it provides to itself. Thus, where a retail analogue exists, a BOC must provide access that is equal to (i.e., substantially the same as) the level of access that the BOC provides itself, its customers, or its affiliates, in terms of Quality, accuracy and timeliness.³³

The language in the SGAT is the same as the language of the Telecom Act and of the FCC, so it seems very appropriate for this to be the standard cited in the SGAT. Accordingly, Qwest does not agree with WCom that this section of the SGAT must be rewritten.

Furthermore, to ensure its compliance with the requirements in Section 6.2.3, and in order to monitor its performance in providing services for CLECs and Qwest’s retail operation, Qwest has developed resale measurements which have been reviewed and approved in the context of the ROC’s work in the Third Party OSS Test., and Qwest will provide monthly performance result reports that show whether Qwest is providing nondiscriminatory resold services for CLECs.

8) AT&T comments on Section 6.2.5, which requires CLEC resellers to provide Qwest with certain forecasts of their requirements for services for resale.

³² 47 U.S.C. § 271(c)(2)(B)(xiv).

³³ *Bell Atlantic New York* at ¶ 44.

AT&T suggests that "because resellers use [Qwest]'s facilities, [Qwest]'s forecasts are the more relevant and should be supplied to the CLEC."³⁴

This proposition, at best, reflects a lack of understanding of how reseller CLECs operate. CLECs resell not only existing services, but also new services, which require use of additional Qwest facilities and systems. Only the CLECs can forecast their own resale of previously uninstalled services, as well as resale of existing services that will require use of Qwest's systems. Accordingly, it is not only appropriate and reasonable to require CLECs to provide forecasts to Qwest of their future needs for Qwest's facilities and use of its systems, but also essential. Furthermore, as there is more and more competition in Qwest's markets, and the quantity of services that CLECs' purchase from Qwest become a greater portion, and perhaps the *greatest* portion, of all services provided by Qwest, it will become increasingly important for Qwest to receive forecasts from CLECs so it can appropriately plan for future network requirements, for system requirements, and so that Qwest can timely meet CLECs' demands for Qwest's services.

WCom also comments on Section 6.2.5, suggesting that it be modified to require a CLEC "to generally estimate its use of OSS applications for scaling and throughput/system response time planning on Qwest's part, to allow Qwest to size

³⁴ Wilson at p 80.

and plan for its OSS resources," but that a CLEC not be required to provide forecasts to its "competitors" under any conditions.³⁵

In response, Qwest reminds WCom that Qwest's wholesale operations are not in competition with WCom, and Qwest accordingly rejects any suggested changes to this section of the SGAT in view of the importance of forecasts discussed above.

9) WCom comments that Section 6.2.12, "as currently written, allows Qwest to terminate resale service to CLEC for non-payment of charges," but that "Qwest should not be allowed to disconnect a CLEC's service for non-payment due to a legitimate dispute of Qwest's billing by the CLEC."³⁶

To address WCom's concern, Qwest suggests modifying the language of Section 6.2.12 as follows:

6.2.12 In the event Qwest terminates the provisioning of any resold services to CLEC for any reason, including CLEC's non-payment of charges as provided for in the applicable Tariff, CLEC shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's end users. Qwest will provide notice to CLEC of Qwest's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

³⁵ Priday at pp 45-46.

³⁶ Id. at p 47.

10) AT&T suggests that Section 6.3.5 be modified to clarify the billing detail that Qwest will provide.³⁷ Qwest agrees to modify this section as suggested by AT&T, as follows:

6.3.5 CLEC agrees to pay Qwest when its end user activates any services or features that are billed on a per use or per activation basis subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section (e.g., continuous redial, last call return, call back calling, call trace, etc.). With respect to all such charges, Qwest shall provide CLEC with sufficient information to enable CLEC to bill its end users.

11) Next, concerning changes in rates that may apply to resale of services in future, AT&T suggests modifying Section 6.3.8 as follows:

6.3.8 ~~Qwest shall have a reasonable time to implement system or other changes necessary to bill the Commission-ordered rates or charges~~ when such rates or charges become effective. If Qwest bills amounts different from such rates or charges, Qwest shall make appropriate bill adjustments and provide bill credits in the next billing cycle.³⁸

Qwest proposes changing this section as follows:

6.3.8 Qwest shall timely ~~have a reasonable time to implement system or other changes necessary to bill the new or changed~~ Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If Qwest bills CLEC amounts different from new or changed rates or charges after the effective date of such rates or charges, Qwest shall make appropriate bill adjustments or provide appropriate bill credits on CLEC's bill(s).

³⁷ Wilson at pp 81-82.

³⁸ Id. at p 82.

12) AT&T suggests that Section 6.3.9 be modified to indicate that the rates billed are Commission-approved rates.³⁹ In response, Qwest proposes modifying this section as follows:

6.3.9 ~~If the resold service are purchased pursuant to rates for services resold by CLEC under this Agreement change based on changes in Qwest's Tariffs, Catalogs, or Price Lists, and the Tariff rates change,~~ charges billed to CLEC for such services will be based upon the new Tariffs, Catalog, or Price List rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariffs, Catalog, or Price List.

13) AT&T also suggests that Section 6.3.10 should be modified for clarity, and Qwest has proposed above in this affidavit to modify this section as follows:

6.3.10 Product specific non-recurring charges as set forth in Qwest's applicable tariffs will apply when new or additional lines, trunks or circuits are added or when the end user adds features or services to existing lines or trunks resold services are ordered and installed at CLEC's request for use by CLEC's end users. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

14) AT&T complains that Section 6.4.1 allows Qwest to turn a CLEC's end user's inquiry about the CLEC's service into a "marketing opportunity" for Qwest, and suggests modifying this section.⁴⁰

The section in question provides as follows:

³⁹ Id. at pp 82-83.

⁴⁰ Id. at pp 83-84.

6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC shall inform its end users that they are end users of CLEC for resold services. CLEC's end users contacting Qwest will be instructed to contact CLEC; however, nothing in this Agreement, except as provided below, shall be deemed to prohibit Qwest from discussing its products and services with CLEC's end users who call Qwest.

Qwest does not agree that modification of this section is required. AT&T cites no authority for concluding that Qwest may not discuss its products and services with to callers to its business office so long as those discussions are not discriminatory toward CLEC or its services. It is not reasonable to prohibit Qwest from talking about its services with an end user that has called Qwest, even if that end user's local service is currently provided by a CLEC. If Qwest cannot talk to a CLEC's end users that places a call to Qwest, how could an end user change its local service provider from a reseller CLEC to Qwest if it wishes to do so? AT&T's suggestion to disallow such conversation is unreasonable, and unfair to end users as well.

15) AT&T comments on Section 12.3.8.1.5 of the SGAT concerning misdirected repair calls from CLEC's end users to Qwest, suggesting this section should be rewritten so that Qwest repair personnel may not respond to any non-repair-related inquiries by the CLEC's end user.⁴¹

⁴¹ Id. at p. 85.

Qwest does not agree that such a directive to Qwest's repair personnel is appropriate or fair as noted above in Qwest's response to AT&T's similar suggestions concerning Section 6.4.1 of the SGAT.⁴²

16) AT&T suggests that Section 6.4.5 should be modified to delete the word "retail."⁴³

Qwest makes the same response as noted above regarding the use of the term "retail."

17) AT&T also suggests that Section 6.4.3 be modified for clarity.⁴⁴ In response, Qwest proposes the following changes:

6.4.3 Qwest will use the same performance standards and criteria for provisioning and maintenance of services provided to CLEC for resale under this Agreement as Qwest provides for its retail end users, its affiliates, or its subsidiaries to which Qwest provides the services purchased by CLEC for resale. The process for processing CLEC's resale service orders, for provisioning and for maintenance of CLEC's resold services are detailed in the Access to Operational Support Systems, Section 12 of this Agreement.

18) AT&T suggests that Section 6.4.8 also be modified for clarity.⁴⁵ In response, Qwest proposes changing this section as follows:

⁴² Id. at pp 85-86.

⁴³ Id. at pp 84-85.

⁴⁴ Id. at p 84.

⁴⁵ Id. at p 85.

6.4.8 Due date intervals for CLEC's resale service orders are established when service requests are made through the IMA and EDI interface or by facsimile. Intervals provided to CLEC shall be equivalent to intervals ~~due dates~~ provided to Qwest's retail end users, its affiliates, and its subsidiaries for equivalent services.

- 19) AT&T comments on what it refers to as Section 6.2.7, but its comments, which concern "numbering obligations,"⁴⁶ do not match the content of Section 6.2.7, and so Qwest is unable to respond to AT&T's comment.

20) WCom comments concerning a test that it states was conducted with MCI (now WCom) and U S WEST (now Qwest) in 1997 that, according to WCom, involved migrating services from Qwest to WCom for the purposes of determining the effectiveness of the migration process and the preorder, ordering, and billing processes for resale.⁴⁷

WCom goes on in its testimony to claim that it experienced certain problems, including keeping "customers on hold for long periods of time," losing orders, and lack of training of Qwest customer service representative. WCom provides very few details, and no documentation, concerning these claims.⁴⁸ Without more specific information, Qwest is not able to respond to these claims. Moreover, the test WCom describes took place three years ago; this is a lifetime in the evolutionary world of interconnection and resale. Qwest believes it would be better to focus on

⁴⁶ Id. p 80.

⁴⁷ Priday at pp 41-43.

⁴⁸ Id.

the processes as they work today than the way they operated three years ago. At that time, the requirements of the Telecom Act and the FCC orders and rules were new to Qwest, as they were to WCom, and it is undoubtedly the case that both companies made some mistakes during the test to which WCom refers. And, in the three intervening years since the test, significant improvements have been made in the experience levels of personnel, the number of personnel, and in methods and procedures used by personnel to process and deliver resold service requests. There have also been upgrades and enhancements in the operations support systems used by CLECs and Qwest wholesale personnel to process resale orders, and in everyone's understanding and knowledge of processes and procedures for resale. All of these factors dictate the conclusion that resale today is very different from resale three years ago.

Qwest also points out that the performance results it provides for resale, and the outcome of the Third Party Operational Support System Test being overseen by the Regional Oversight Committee, will provide a more comprehensive and timely status report of Qwest's ability to process resale migration requests than a three year old test.

V. Conclusion

My rebuttal affidavit provides additional evidence that Qwest has satisfied the requirements of the Telecom Act, and the FCC's orders and rules for providing for resale of retail telecommunications services by CLECs.

Because Qwest has satisfied these requirements, the Commission should find that Qwest has conditionally satisfied the checklist item 14 requirements for resale, pending the outcome of the Third Party OSS Test.

BEFORE THE ARIZONA CORPORATION COMMISSION

**IN THE MATTER OF QWEST
COMMUNICATIONS, INC'S
COMPLIANCE WITH § 271 OF THE
TELECOMMUNICATIONS ACT OF
1996**

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DOCKET NO. T-00000A-97-0238

REBUTTAL AFFIDAVIT OF

THOMAS R. FREEBERG

RE: CHECKLIST ITEM 1

Qwest COMMUNICATIONS

August 10, 2000

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Identification of Affiant

My name is Thomas R. Freeberg. I am employed by QWEST Communications ("Qwest" as a Director in the Wholesale Local Markets division. My business address is 301 W. 65th St, Suite 100, Richfield, Minnesota 55423. On June 30, 2000 I filed a supplemental affidavit in this proceeding regarding Qwest's satisfaction of checklist item 1 of 27 U.S.C. 271(c)(2)(B)(i)(interconnection). I have adopted checklist item 1 testimony filed last year in this proceeding by Michael J. Weidenbach. I also filed affidavits regarding Qwest's satisfaction of checklist item on checklist items 3 and 13 of 27 U.S.C. 271(c)(2)(B)(iii) (access to poles, ducts, conduits, and rights-of-way) and (xiii) (reciprocal compensation).

Purpose of Affidavit

This rebuttal testimony addresses issues raised in the interconnection trunking, affidavits filed by Thomas Priday from WorldCom ("WCom"), Timothy Boykin from AT&T/TCG and Kenneth Wilson for AT&T/TCG and for ELI. Regarding collocation, my rebuttal affidavit responds to the affidavit of Thomas Priday from WCom, and the affidavit of Kenneth Wilson from AT&T/TCG and to the comments of Rhythms Links.

Executive Summary

In its comments and affidavits intervenors propose discussion on interconnection trunking and collocation topics. In many cases specific SGAT language changes were proposed. In some cases, intervenors proposed conflicting language in the same SGAT section. Whenever it could, Qwest

accepted the proposed language verbatim. When it could not, Qwest offered similar language to that which was proposed by an intervenor. When the intervenor did not (1) base the proposed change in clear FCC or ACC policy, or (2) base the change as clarifying that language which was vague, Qwest was unable to accept the proposed language.

Qwest believes that it has provided interconnection and collocation in commercial, production quantities. Qwest also recognizes that it has a continuing legal obligation to keep providing interconnection and collocation and is committed to doing so, as evidenced by the anti-backsliding procedures being developed.

Checklist Item 1 -- Interconnection

Location Routing Number

One intervenor filed an affidavit regarding Location Routing Number (LRN).LRN is a ten-digit number that is used to identify a end office switch (either owned by a CLEC or an ILEC) that became necessary upon the deployment of number portability. Timothy Boykin for AT&T described a chronology of events relating to the implementation of LRN dating back to July 1998.

It is important to understand that the dispute between Qwest and AT&T is not whether a CLEC is entitled to a single LRN per LATA per switch. Indeed, CLECs are successfully using a single LRN per LATA per switch now. The fundamental lack of agreement between Qwest and AT&T is driven by AT&T's demand that it be permitted to use existing Feature Group D trunk groups to deliver local traffic to Qwest's Access Tandem. AT&T has refused to establish separate local trunk groups to route local traffic either to the Qwest local tandem or directly to Qwest end offices. Since the network architecture was not designed to use access tandems to switch local calls, Qwest has opposed the use of its access tandem for routing local calls.

On March 27, 2000, Qwest provided an interim solution, which allowed AT&T to utilize a single LRN per LATA immediately. Since the inception of the interim solution, Qwest representatives have met face-to-face and via conference calls with AT&T representatives to explain how the interim solution works. In addition, successful cooperative tests of the interim LRN per LATA solution were conducted recently in Washington and Arizona. The interim solution involves the use of Qwest's Access Tandem to deliver AT&T's local traffic to Qwest end offices that subtend the Access Tandem.

Qwest has opposed the use of its Access Tandem for routing local traffic for anything but an interim solution to implement a 'single LRN per LATA' approach. Qwest's position is a result of the fact that Qwest has designed two separate networks – 1) a local transport network that transports local traffic, and 2) a separate toll or switched access transport network that transports toll and switched access traffic.” Qwest does not route local traffic on its toll/switched access network, and does not route toll or switched access traffic on its local transport network. Qwest is legitimately concerned that AT&T's proposal to transport AT&T's local traffic on Qwest's toll/access transport network would strand capacity on its local network, and create capacity shortfalls on its toll/access transport network.

Nevertheless, during the August 2, 2000 Colorado workshop, Qwest reached an agreement with AT&T which should substantially resolve this dispute. Qwest agreed to permit AT&T to exchange of local traffic at Qwest's Access Tandem switch, subject to several conditions that I believe were agreed to by Mr. Boykin. Specifically,

- 1) The use of the Access Tandem would be limited to those Qwest end offices that do not subtend a Qwest local tandem switch;
- 2) Once the local traffic destined to any single Qwest end office grew to require at least one DS1's worth of local traffic, AT&T will establish direct trunking to that end office;
- 3) AT&T will establish a separate trunk group from its switch to the Qwest Access Tandem for the local traffic that it delivers to Qwest; and
- 4) Signaling System 7 messaging will be used for all trunk groups between the AT&T switch and the Qwest Access Tandem.

Mr. Boykin at page 6 of his affidavit requested "little plu" and "large PLU". To fully meet AT&T's PLU request, commingling would be necessary. This level of commingling (i.e., interLATA toll, intraLATA toll, and local traffic) was discussed in the reciprocal compensation workshops. In the reciprocal compensation workshops, AT&T was seeking ratcheting of the cost of a DS3 which contained some circuits that always carried toll calls and some circuits that always carried local calls. For the same reasons that approach was denied by the FCC until Access Reform is more fully in place, it should be denied here. AT&T attempts to confuse the issues around the single LRN to justify commingling of toll and local traffic and avoid the establishment of local interconnection trunking. Again, the use of a single LRN or multiple LRNs does not affect the interconnection trunking required. AT&T could easily move to one LRN per switch per LATA today. The LRN is merely a routing number to be used as a destination address for the switch for calls to a ported number. AT&T has been repeatedly advised of the underlying basis for the approach, but it continues to ignore the need to reflect the realities of the situation.

Trunk Planning

The Qwest Account Team, Product Management, Process Management and Service Delivery Representatives have worked directly with AT&T to finalize trunk plans. In fact, Qwest agreed to a trunk plan review process whereby AT&T provide a complete trunk plan contain all of the pertinent information necessary. Qwest has committed to complete its review of the trunk plan within five days and to meet with AT&T to provide feedback and suggest changes. In addition to this process, the Qwest Account team meets weekly with AT&T's Team to discuss and resolve issues. The Qwest Account team is available to AT&T on a daily basis. Qwest Product Management has provided a dedicated product manager to help employees from both companies work through issues.

Mr. Boykin of AT&T discusses problems associated with infrastructure planning when submitting proposed trunk plans and related ASRs (based on requirements from the proposed trunk plans). As Mr. Boykin states in his testimony, AT&T prepares the trunk plans based on information obtained from the LERG and the Qwest ICONN database. Mr. Boykin states that after trunk planning sessions were held, ASRs were rejected because trunk group information was incorrect. As a result, Mr. Boykin states that AT&T requested that Qwest update its information in the LERG database, and Qwest was unwilling to do so. Qwest disagrees with this statement. Qwest updates information in both the Local Exchange Routing Guide and the Qwest Interconnections (ICONN) Database whenever changes are made within the Qwest network (for example the addition of new NXX codes, central office changes, feature enhancements, homing arrangements). These updates are made on a daily basis and in compliance with industry standards. Qwest has not refused to provide updates in the LERG or ICONN database. Any discrepancies or changes that have been identified by a CLEC, or from internal review, are entered into the databases immediately.

Mr. Wilson of AT&T states in his testimony that Qwest does not refer to the LERG when working with CLECs. I do not agree with Mr. Wilson. In fact, when Qwest requested information from AT&T concerning routing and translations associated with NPA/NXX codes being opened, Qwest was rebuffed by AT&T, and told to find the information it needed in the LERG. In addition to entering Qwest data into the LERG on a daily basis, Qwest also extracts CLEC data on a daily basis. The Qwest routing group pulls the DAP (Destination Code All Pending Changes) on a daily basis out of the Telcordia Routing Database System (RDBS) for all fourteen states. Mr. Wilson suggests that language be added to the SGAT requiring Qwest to update information on a weekly basis. As stated above, Qwest is currently updating information, and

extracting information, on a daily basis, based on requirements identified by Telcordia for publishing routing information.

Mr. Wilson also recommends that the SGAT be modified to remove the language addressing the "Routing Supplemental Form – Wireline". I disagree. This supplemental form was developed to alleviate problems experienced with routing of CLEC calls and to assist CLECs in providing additional information that is not available in the LERG for the routing of their traffic (for example some CLECs segregate traffic based on the NXX codes, route traffic over other carrier facilities, or have multiple trunk groups available for routing local traffic). The supplemental form is only recommended (absent any other tool for obtaining the information) when the routing information is not available in the LERG. If all routing information is available from the LERG, the routing group initiates a routing order, without a supplemental form, to activate service. Qwest would agree to change the language to state that "Information that is not currently available in the LERG may be provided via the Routing Supplemental Form". Qwest is willing to provide the same information to the CLEC in similar circumstances.

Finally, during a recent CLEC forum in Denver it was discovered that several CLECs did not understand the coding in the LERG and were confusing subtending arrangements. Qwest provided training for its Account Teams to assist the CLECs in determining homing arrangements so they could do better trunk planning. With regard to the LERG, inaccuracies are corrected as they are identified. The ICONN database is a tool that AT&T has elected to use. Qwest has not encouraged nor directed AT&T to the ICONN database for information regarding local tandems.

Point of Interface per LATA

Intervenors raise an issue regarding their option to select one Point of Interface per LATA. This is an issue that was discussed at length in the previous reciprocal compensation workshop. It was appropriately discussed there since it is a pricing issue. As discussed previously, Qwest provides Inter Local Calling Area (InterLCA) facilities in an effort to allow a CLEC to build a single presence in a LATA. After lengthy discussion, this issue reached impasse in the workshop.

Mr. Boykin of AT&T claims Qwest is refusing to establish a single POI per LATA. He is concerned about access to Qwest end offices that are not currently connected to a local tandem. In other states AT&T has refused to connect directly to end offices that do not overflow local traffic via an alternate route. All Qwest local traffic between some exchanges is routed on direct-final trunk groups.

AT&T has been repeatedly advised that it can establish a single POI per LATA to exchange traffic with end offices in 'remote' local calling areas through use of Qwest's InterLCA Facility option. AT&T refuses this option. Instead AT&T blames Qwest for non-responsiveness and proposes, at times, to route all of its traffic to one of the switches in this local calling area. Further, AT&T demands that Qwest upgrade their choice of Qwest switch to be retrofit with local tandem functionality. This new 'local tandem/end office hybrid switch would then route traffic to each of the newly subtending exchanges in this local calling area. Essentially, AT&T has taken the notion of single POI per LATA to require Qwest to install tandems where they do not currently exist, at the request and convenience of a CLEC. Currently there are only two tandems processing local calls in all of Arizona, the PHXN 04T Local/TOPS tandem and the TUCSN 04T Access/Local/TOPS tandem. If a second and third CLEC were to be allowed the same latitude that AT&T requests, there could be more tandems in a small local calling area than in the entire state.

AT&T acknowledges that it understands that Qwest local tandems are not connected to all Qwest end offices. Clearly AT&T makes a conscious decision to serve a local customer located a considerable distance from its switch. When it evaluates its options, buy versus lease, AT&T must fully appreciate what is required. Nothing in the Telecommunications Act or Arizona law requires Qwest to install new tandems for the convenience of CLECs. Qwest is required to provide access to its existing network, and has repeatedly expressed its willingness to do so. Simply put, AT&T demands much more than the law provides.

Port Fill and Trunk Group Utilization

Per the requests of Mr. Priday and Mr. Wilson, Qwest agrees to provide switch port fill and trunk group utilization reports. Examples of these reports are provided as Exhibits TRFR1-1 and TRFR1-2 to this affidavit. These will be provided during quarterly interconnection trunk planning meetings.

Diversity

Mr. Priday and Mr. Wilson call for Qwest to deliver interconnection trunking on diverse routes. Qwest routinely does this for interconnection trunk groups carrying E911, directory assistance and operator services traffic. Qwest does not explicitly customize diversity for conventional local trunking. This is the case for several reasons.

First, Qwest currently provides protection against route failures via alternate routing. That is to say, direct and tandem routed trunks typically follow separate routes.

Second, Qwest often provides diversity as trunk groups are designed and augmented. Growth facilities often are arranged on a path different from that previously used. This, combined with the often necessarily diverse use of capacity wherever it exists to

fill a current need, mirrors the approach to diversity that Qwest has built into its existing local network.

Finally, diversity can be provided at many levels. Two DS1s in the same DS3 can be made more diverse by arranging them in separate DS3s. Ensuring that the two DS1s are in different cables adds a degree of diversity. Ensuring that the two cables are separated by some physical distance within an easement adds to the level of diversity. Ensuring that the two cables follow different easements would further increase diversity. Agreement on terms can be difficult.

Qwest agrees to arrange local interconnection trunk diversity to the same degree it does so in the traditional local network.

Trunks Between Tandem Switches

Mr. Wilson is concerned with language at 7.1.1 of the SGAT that concerns the standard locations within the network at which Qwest will allow CLECs to interconnect. Because Qwest has separate toll and local networks; as a result, section 7.1.1 specifically states that interconnection at the access tandem is not permitted. Many of Qwest's tandem switches are combined switches, which are "partitioned". The switch, while located in a single location, can be partitioned into one aspect that is toll and one that is local. Each part of the switch has its own identity from a Local Exchange Routing Guide perspective. This language at 7.1.1 is intended to propose that a toll trunk group should not terminate on the local side of a combined tandem and a local trunk group should not terminate on the toll side of a combined tandem. Toll-tandem-to-toll-tandem switching could be interpreted as problematic from a retail customer's call setup timing perspective. No language change is necessary.

Methods of Interconnection

Section 7.1.2 of the sets forth the standard methods of interconnection available to CLECs. Mr Priday at page 9 of his affidavit proposes several SGAT changes already discussed in this affidavit or in the reciprocal compensation workshop, specifically that Qwest modify its interLCA proposal. Qwest, for reasons previously stated, disagrees with the first proposed change at 7.1.2, but agrees to the change in the final sentence of the section.

7.1.2 The parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish a Point of Interconnection in each U S WEST local calling area where it does business. The Parties shall establish, through negotiations, one of the following interconnection agreements within each local calling area: (1) a DS1 or DS3 entrance facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) Inter Local Calling Area (LCA) Facility in accordance with Section 7.1.2.4, or (5) Other Methods of Interconnection mutually agreeable to the Parties.

Section 7.1.2.4.1...InterLCA Facilities

As expected, Mr. Priday also proposes specific changes to Qwest's interLCA offering . Qwest presents the following language as a counterproposal.

7.1.2.4.1 CLEC may request U S WEST-provided facilities to transport Exchange Service (EAS/Local traffic) from a virtual local POI ("Local POI") in a U S WEST local calling area to a POI located in an EAS/local serving area in which the CLEC desires to serve CLEC customers, the LIS InterLCA Facility product is available to establish a [CLEC] POI to serve this distant EAS/local serving area (a "distant POI"). The U S WEST-provided facilities interconnecting a U S WEST local calling area to a distant POI are LIS interLocal Calling Area (LCA) facilities.

Underutilization

Mr. Priday requests that trunk group underutilization be triggered by a six month rather than a three month pattern. Underutilization can trigger unnecessary facility shortages for all carriers. This clause has been previously reconsidered in arbitration

and has been upheld. For these reasons Qwest does not agree to revise SGAT language at 7.2.2.8.14. Mr. Wilson proposes changes to 7.2.2.8.13 which Qwest agrees to incorporate.

7.2.2.8.13 If a trunk group is consistently utilized at less than 60% each month of any three-month period, U S WEST will notify CLEC ~~will be provided written notification of the requirement of U S WEST's desire to~~ resize the trunk group. Such notification shall include U S WEST's information on current utilization levels. If CLEC does not resize the trunk group or provide U S WEST with its reasons for maintaining excess capacity within 30 days of the written notification, U S WEST may reclaim the unused facilities and ~~charge CLEC a charge equal to the rearrangement charge described in Exhibit A~~ rearrange the trunk group. When reclamation does occur, U S WEST ~~the trunk group shall not be left~~ leave the CLEC-assigned trunk group with less than 25% excess capacity.

Construction Charges

Mr. Friday proposes Qwest's clarification of circumstances involving the applying of excess construction charges. Section 7.2.2.8.16 is clear that the circumstances include lakes, rivers, steep terrain, and construction around federal, Native American or private rights-of-way. Qwest has not yet applied excess construction charges to any interconnected carrier. Mr. Wilson also proposes changes to this section and Qwest agrees to incorporate those changes.

7.2.2.8.16 Interconnection facilities provided on a route ~~which that~~ involves extraordinary circumstances ~~shall~~ may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. Where U S WEST claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by a showing that the CLEC alone is the sole cause of such construction. If the Commission approves such charges, U S WEST and the CLEC will share costs in proportion to the overall capacity of the route involved. U S WEST and CLEC may also choose to work in good faith to identify and locate alternative routes ~~which that~~ can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way.

Standard U S WEST forecast timeframes ~~will~~ may not apply under these circumstances.

One-way Trunking Option

Mr Priday proposes new language at 7.2.2.9.2 where directionality of trunking is discussed. The current language allows a CLEC to choose either one-way or two way trunking. To the extent a bias for two-way trunking is the tone of the section, it is justified by the FCC and the industry with regard to efficiency when more than small amounts of traffic are exchanged. As I stated in the last workshop, well over 95 percent of all interconnection trunks in Arizona are two-way. The proposed language changes do not improve the existing SGAT language. The current language does not need to be changed.

Billing Records Charges

Mr. Priday argues that Qwest should not be allowed to charge for providing billing records as proposed in SGAT Sections 7.5.4 and 7.6.3. Owest agrees it should pay for the records which it requests from other companies at the same rate it charges CLECs. In other words, Qwest agrees to make these sections reciprocal.

7.5.4 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for the parties to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

7.6.3 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for the the parties to bill the Originating Carrier for transit when technically feasible.—The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

Interconnection and Resale Resource Guide-IRRG

Mr. Wilson of AT&T proposes that Qwest asks in SGAT Section 4.26 for the Commission to rely on the IRRG, a document not presented for review, not approved, not arbitrated. Qwest agrees that CLECs should not be held to the IRRG's requirements. There is no doubt that the interconnection agreements between Qwest and each CLEC determine the latitude within which service must be provided. Nonetheless, the IRRG can be an extremely helpful document to many CLECs. Qwest has seen many CLECs use the IRRG in previous workshops alone. As a result, , the IRRG website address is listed in SGAT Section 4.26 to provide ease of reference. For these reasons, the "version control" proposed by Mr. Wilson is not necessary. Moreover, Mr. Wilson's recommendation would be burdensome and unnecessarily time consuming.

Direct Trunk Transport w/o Entrance Facilities

Mr. Wilson proposes that the concept of "entrance facility" is not appropriate for local access. Qwest disagrees. Rates for local entrance facilities are cost-based. They have been extensively reviewed and approved in the Arizona cost docket. They have been widely and discussed and, in fact, required by the FCC. This docket is not the forum to revisit this issue.

Interconnection Tie Pairs

Mr. Wilson at page 18 proposes the striking of language at 7.1.2.2 regarding tie pairs. Tie pairs are associated with collocation. Collocation is optional. As discussed in the previous section, tie pair rates are cost-based and are the outcome from the Arizona cost docket. There is no need to change this section.

Mid-span Meet, LATA-Wide

Mr. Wilson proposes that since mid-span meets are technically feasible anywhere in a LATA, Qwest should not limit its scope of possible meet-points to the local calling area served. Qwest relies on language at paragraph 553 of the FCC First Report and Order, FCC 96-325 where it is stated, "Regarding the distance from an ILEC's premises that an ILEC should be required to build out facilities for meet point arrangements, the parties and state commissions are in a better position to determine the appropriate distance for reasonable accommodation of interconnection." What AT&T asks here is to meet it at a "mid-point" that could require Qwest to build out facilities hundreds of miles and, potentially, pay for approximately 50 to 90 percent of the cost depending on whether Qwest must pay reciprocal compensation for ISP traffic. Qwest strongly encourages the Commission against placing such a one-sided, cost intensive requirement upon Qwest.

Transport

At page 19 of his affidavit Mr. Wilson proposes changes to SGAT Sections 7.2.2.1.2.2 and 7.2.2.1.3 and recommends deleting the language requiring a CLEC's, "obligation to sell transport" to Qwest. These sections of the SGAT align with section 251(a)(1)(a) of the Telecom Act where it is prescribed that a general duty of telecommunications carriers is to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers. Thus, it is each carriers obligation to provide interconnection to other LECs. The obligation is not just upon the ILEC, here Qwest. Mr. Wilson's proposed change is not appropriate.

Signaling

Mr. Wilson proposes amended language at 7.2.2.6.1 where signaling options are discussed. He proposes to delete option (b), an option exercised by many carriers. The option he appears to prefer is option (a). Unbundled dedicated transport, at

cost-based prices, is described in section 9 of the SGAT which is mentioned in option (a). The trunking associated with this signaling is subject to reciprocal compensation. Because Qwest offers three options from which a CLEC may choose, it does not agree to modify this language as proposed by AT&T. In the Colorado workshop, however, it became apparent that AT&T misunderstood Qwest's offering. Qwest offered to modify its SGAT to make its offering more clear. Qwest will provide its proposed SGAT language to the parties during the workshop.

64CCC

Mr. Wilson proposes new language regarding 64 kilobit per second clear channel capability. Qwest agrees to the proposed language change. A CLEC may ask Qwest for a custom-routed overlay network constructed on its behalf.

7.2.2.6.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new LIS trunks. U S WEST will provide CLEC with a listing of U S WEST local tandems fully capable of routing 64CCC traffic through the U S WEST website: <http://www.uswest.com/disclosures>. Where available to U S WEST, U S WEST will provide CLECs with the same alternate routing or any overlay network capabilities.

Switch Additions

Mr. Wilson proposes changes to SGAT Section 7.2.2.8.3 where switch construction is addressed. Qwest proposes a modified version of the language proposed by Mr. Wilson.

- (1) Switch capacity growth, jobs requiring the addition of new switching modules are custom jobs with, may require a minimum six months timeframe from the vendors' to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize U S WEST standard forecast timelines, as defined in the standard U S WEST LIS

Trunk Forecast Forms for growth planning. For capacity augmentation, U S WEST will utilize the CLEC forecasts to ensure availability of switch capacity.

7.2.2.8.4 Each Party will utilize the Forecast cycle outlined on the U S WEST LIS Trunk Forecast Forms, which stipulates that forecasts be submitted on a quarterly basis. The forecast will identify trunking requirements for a two year period. From the quarterly close date as outlined in the forecast cycle, the receiving Party will have one month to determine network needs and place vendor orders which require a six month minimum to complete the network build. Seven months after submission of the initial forecast, ~~the forecasting party may begin to order against the facilities forecast for that quarter, given no vendor or other unavoidable delays~~ U S WEST will have the necessary capacity in place to meet the CLEC forecast. After the initial forecast, U S WEST will ensure that capacity is available to meet the CLEC's needs as described in the CLEC forecasts. For ordering information see Section 7.4.

7.2.2.8.6 In the event of a dispute regarding forecast quantities, ~~the Parties U S WEST~~ U S WEST will make capacity available in accordance with the ~~lower-higher~~ forecast, if U S WEST has held the CLEC's orders for lack of capacity during the previous six month period. In the event U S WEST has not delayed the CLEC's orders for lack of U S WEST facilities recently, the lower of the two forecasts will be used while attempting to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply.

Confidential Information

Mr. Wilson proposes changes to the confidentiality provisions of the SGAT. Qwest agrees to these changes.

7.2.2.8.12 The following terms shall apply to the forecasting process:

- a) CLEC forecasts shall be provided as detailed in the standard LIS Trunk Forecast Form.
- b) CLEC forecasts shall be deemed Confidential Information and U S WEST may not distribute or reveal, in any form, CLEC forecasts to its retail marketing, sales, or strategic planning personnel.
- a U S WEST may reveal CLEC forecast to its network planning and growth personnel on a need to know basis only. These personnel shall be informed of the confidentiality of CLEC forecasts and further informed that they, upon threat of termination, may not reveal or use such information beyond that necessary to plan network growth.

Blocking

Mr. Wilson proposes new language in section 7.2.2.9, which concerns trunking requirements. This language is not necessary since it is the subject of performance measurements related to interconnection that have been discussed, agreed to and finalized in the Arizona 271 process. AT&T participated at length in the development of these performance measures. It is highly inappropriate for AT&T to raise new issues now about how trunk blocking will be reported and measured.

Testing

Mr. Wilson proposes new language which would waive charges for testing. Carriers each choose to perform testing to a different extent. Qwest does not have the opportunity to decide when enough testing has been performed. For that reason, Mr. Wilson's proposed language at 7.2.2.10.2.2 was not included.

Service Performance

Mr. Wilson testifies on behalf of both AT&T and ELI that Qwest has difficulty provisioning trunks and in many instances facilities are not available when a trunk is requested. As an initial matter, Qwest tracks average provisioning intervals for LIS trunks and, when a trunk is not provided on time, the average number of days that the trunk is delayed (Thus, this data is tracked and, as the performance metrics show, Qwest's performance on interconnection provisioning have been uniformly positive. Once Qwest meets its performance objectives, the inquiry is over, there is no need to evaluate performance.

Nonetheless, ELI raises claims about Qwest's performance and claims that several of its LIS trunks orders went held. Despite ELI's claims that these trunks were forecasted, the facts do not appear to bear that out. From the fourth quarter of 1999 to second quarter 2000, twenty-two (22) of ELI's LIS orders went held for various reasons. Of these 22 held orders, sixteen (16), or 73%, were either NOT forecast by ELI or were under-forecast. Of the sixteen (16) orders, twelve (12) of the orders constituting 1,296b

trunks were not forecast at all. The four (4) orders that were under-forecast totaled 240 trunks. Only 6 of the orders were forecast, which orders went held due to a shortage of switch mods or T3 facilities. All these orders have now been completed by Qwest. Moreover, as the performance data shows, Qwest tracks this data and, as a general rule, performs well.

Checklist Item 1 – Collocation

Intervals

Intervenors call for shorter provisioning intervals for collocation. The SGAT proposes a 10- business day interval for feasibility studies, 25 calendar days for quotations, and 90 calendar days for collocation installations. With the exception of establishing a 10- business day interval for feasibility studies, the FCC has not adopted specific provisioning intervals for collocation.¹ The standards in Qwest's SGAT are consistent with the standards established for these three intervals in the ROC workshop discussion of Performance Indicator Descriptions. I believe the current intervals are reasonable, and need not be reduced to achieve compliance with this checklist item.

ACI/Rhythms also raises concerns with what it characterizes as Qwest's "haphazard" collocation performance. But, Qwest's performance for ACI/Rhythms this year in Arizona has been outstanding. ACI/Rhythms submitted 38 feasibility requests to Qwest in Arizona in 2000. All were responded to by Qwest in ten days. In 2000, in Arizona, Qwest developed 48 quotes for ACI/Rhythms, all within the 25 day interval. In 2000 Qwest turned over 20 collocation sites, all on or before the ready-for-service date.

¹ FCC 99-48, First Report and Order and Further Notice of Proposed Rulemaking at paragraph 54.

Qwest is processing more collocation requests now than ever before. Between January 1 and May 1, 2000, Qwest had received more collocation requests than it received during all of 1999. Shorter intervals are not feasible now.

ACI/Rhythms also raises an issue with Qwest's delivery and accuracy of APOT/CFA information. Qwest has made significant process improvements during the last three months that will improve Qwest's performance in this area. APOT/CFA information is provided to the CLEC upon receipt of final payments due for the collocation installation. A review of ACI/Rhythms' APOT documents does not reveal any problem with accuracy.

Early Transport and Early Termination Assignment

Intervenors call for provisioning of transport prior to the conclusion of collocation space preparation. They complain that this policy has unnecessarily delayed the availability of transport to a CLEC's collocation space. Qwest has not permitted CLECs to order transport prior to the conclusion of a collocation installation, because that is the first time accurate assignment of the transport facility can be achieved with our current systems. However, Qwest is reviewing the possibility of ordering transport prior to the completion of collocation, and expects to have the result of this review completed in the near future.

Section 4.1.2..."Premises"

Mr. Wilson states in his testimony that Qwest's SGAT contains a definition for collocation that limits the premises in which collocation is available to Qwest Wire Centers. Qwest proposes to modify the SGAT definition of collocation to permit collocation in Wire Center buildings, and other buildings or similar structures owned or leased by Qwest that house its network facilities, and all structures that house Qwest facilities on public rights-of-way, including, but not limited to vaults containing loop

concentrators or similar structures. Qwest's proposed modification of the definition of collocation is as follows:

4.12 "Collocation" is an arrangement where Qwest provides space in Qwest's Premises for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to Qwest unbundled network elements. "Premises" refers to Qwest's Central Offices and Serving Wire Centers, as well as all buildings or similar structures owned or leased by Qwest that house its network facilities, and all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures. Qwest offers six Collocation arrangements: Virtual Collocation, Caged Physical Collocation, Cageless Physical Collocation, Shared, Adjacent, and Interconnection Distribution Frame Collocation.

Consistent with the above proposal, Mr. Wilson and Mr. Priday, also propose that the terms "Wire Center" and "Central Office" be replaced by the term "Premises" throughout the Collocation section of the SGAT to reflect the broader availability of collocation. Qwest has made such changes to the SGAT, where appropriate.

Section 8.1.1..."Premises"

Mr. Wilson's testimony proposes a change to the introductory paragraph (Section 8.1.1) of the collocation section of Qwest's SGAT. The changes proposed by Mr. Wilson are similar to his proposals for the revision of the definition of collocation. Qwest will modify its SGAT in accordance with Mr. Wilson's proposal, as follows:

8.1.1 Collocation allows for the placing of equipment by CLEC within Qwest's Premises, including Central Offices, Serving Wire Centers and Tandem Offices, as well as all buildings or similar structures owned or leased by Qwest that house Qwest network facilities and adjacent facilities, where technically feasible that is necessary for accessing unbundled network elements (UNEs), ancillary services, or Interconnection. Collocation includes the leasing to CLEC of physical space in a Qwest Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and accessing ancillary services. There are six types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, and Adjacent Collocation.

Section 8.1.1.3...Secure Barrier

Mr. Priday asks for clarification of Qwest's cageless collocation offering with regard to the "secure barrier" I referred to in my direct testimony and the statement in the SGAT that cageless collocation is a 'non-caged area'. Cageless collocation offers CLECs the option of collocating their equipment in a space reserved for collocators, without a requirement that each CLEC surround its equipment with a cage. However, Qwest reserves the right to separate such a common collocation space with a wall or 'secure barrier' to separate the common collocation space from Qwest's equipment, as a form of security. Such arrangements are clearly permitted under the FCC's rules. For example, the FCC states, "The incumbent LEC may take reasonable steps to protect its own equipment, such as enclosing the equipment in its own cage and other reasonable security measures."²

Mr. Priday does not fault the current SGAT language in this section that establishes a minimum requirement of 9 square feet for cageless collocation, given the current standard equipment bay size. Mr. Priday suggests, however, that the language be modified to accommodate smaller bay sizes that may become available in the future. Qwest does not object to Mr. Priday's suggestion in this regard, and have included his new language in the SGAT:

8.1.1.3 Cageless Physical Collocation -- is a non-caged area within a Qwest Premises. Space will be made available in single frame bay increments. The current minimum square footage is nine (9) square feet per bay, however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly. Space will be provided utilizing Qwest standard equipment bay configurations in which CLEC can place and maintain its own equipment. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required within CLEC's leased Collocation space.

Section 8.1.1.4...Sublease

Mr. Wilson proposes modifications to 8.1.1.4 to permit, in a shared collocation arrangement, for one CLEC to sublease space to a second CLEC. Qwest agrees to

² FCC 99-48, First Report and Order and Further Notice of Proposed Rulemaking at paragraph 42.

modify this section in accordance with Mr. Wilson's proposal:

- a) Shared Physical Collocation -- allows two or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one CLEC obtains a Physical Collocation arrangement from Qwest pursuant to this Agreement or an approved interconnection agreement, and another CLEC, pursuant to the terms of its Agreement or approved interconnection agreement, may share use of that space, in accordance to terms and conditions of a sublease agreement between the two CLECs. Shared collocation may also be established through joint application by CLECs in which Qwest will have a separate billing relationship with each such applicant and will look to each such collocating CLEC for payment of its proportionate share of the charges relating to the collocation space. Qwest will prorate the charge for site conditioning and preparation undertaken by Qwest to construct the shared Collocation cage or condition the space for Collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC. Qwest shall not place unreasonable restrictions on CLEC's use of a Collocation cage, such as limiting CLEC's ability to contract with other CLECs to share CLEC's Collocation cage in a sublease-type arrangement. In addition, if two or more CLECs who have interconnection agreements with Qwest utilize a shared Collocation arrangement, Qwest shall permit each CLEC to order UNEs to and provision service from that shared Collocation space, regardless of which CLEC was the original collocator, directly from Qwest. Qwest shall make Shared Collocation space available in single-bay increments or their equivalent.

Section 8.1.1.5...ICDF Collocation

Mr. Priday asks that the ICDF form of collocation be moved from the Collocation Section of the SGAT (Section 8) to the Unbundled Network Elements Section (Section 9), because, Mr. Priday argues, ICDF collocation is used for combinations of unbundled network elements. I disagree with Mr. Priday, as this is just another form of collocation that a CLEC may use to access not only UNEs, but for access to ancillary services as well.

8.1.1.5 Interconnection Distribution Frame Collocation (ICDF) -- is offered for the purpose of facilitating CLEC's combining of unbundled network elements and ancillary services. Under ICDF Collocation, a CLEC need not collocate equipment in the Qwest Premises. With ICDF Collocation, CLEC will have access to the Qwest Premises and an Interconnection Distribution Frame (ICDF) to combine UNEs and ancillary services. The ICDF connects through tie cables to various points within the Premises (e.g., MDF, COSMIC or DSX, etc.) providing CLEC with access to UNEs and ancillary services.

8.1.1.5.1 The ICDF is a distribution frame shared by multiple providers. If CLEC desires a dedicated distribution frame for the purpose of facilitating CLEC's combination of UNEs and ancillary services, CLEC may do so through the placement of a CLEC-owned cross connection device collocated in the Qwest Premises through either Caged or Cageless Physical Collocation.

Section 8.1.1.6...Adjacent Collocation

Mr. Wilson proposes modifications to 8.1.1.6 to add specificity to Qwest's offering of Adjacent Collocation. Qwest finds Mr. Wilson's proposal acceptable, and has modified its SGAT accordingly:

8.1.1.6 Adjacent Collocation – is available in those instances where space is legitimately exhausted in a particular Qwest Premises to accommodate any of the other forms of collocation. Qwest shall make space available in adjacent controlled environmental vaults or similar structures to the extent technically feasible. Qwest shall permit CLEC to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements. Qwest must provide power and physical collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. Qwest must permit CLEC to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by either Qwest or by CLEC itself. The specific terms and conditions for adjacent collocation will be developed on an individual case basis, depending on the specific needs of the CLEC and the unique nature of the available adjacent space.

Mr. Wilson also argues that the terms for adjacent collocation should not be developed on an individual case basis, but rather that standard terms and conditions should be included in the SGAT. I disagree with Mr. Wilson. Adjacent collocation, by its very nature, should be rare – because it is available only when space is exhausted in a Qwest premise. And, because each

adjacent collocation arrangement will be unique, the development of standardized terms and conditions would be difficult, at best.

Section 8.2.1.1...Standards

Mr. Priday and Mr. Wilson propose to delete the first clause of Section 8.2.1.1. Mr. Wilson also proposes to add a sentence to the end of this section. Qwest finds the proposed modifications acceptable:

8.2.1.1 Qwest shall provide Collocation on rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Qwest shall provide Collocation in accordance with all applicable federal and state laws.

Section 8.2.1.2...Collocated Switching

Mr. Wilson and Mr. Priday for example, argue that Qwest should modify Section 8.2.1.2 to permit the collocation of switching equipment, including RSUs, on the basis that the language in this paragraph is inconsistent with the D.C. Circuit's decision. That decision clearly vacated the FCC's rules which required Qwest to permit the collocation of switching equipment. The SGAT language merely acknowledges this state of the law, and need not be modified.

8.2.1.2 Collocation of Switching Equipment. If CLEC seeks to collocate equipment containing switching functionality within the Qwest Central Office, it does so with the full understanding that Qwest is appealing such collocation. If Qwest is successful in its appeal, CLEC must remove all collocated equipment containing switching functionality within ninety (90) days of receiving notice. This will be performed at CLEC expense. CLEC will only collocate equipment that is necessary for interconnection or access to unbundled network elements, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. CLEC may not collocate equipment that is not necessary for either access to UNEs or for interconnection, such as equipment used exclusively for switching or for enhanced services. Qwest will permit Collocation of any equipment required by law, unless Qwest can establish to the Commission that the equipment will not be actually used by CLEC for the purpose of obtaining interconnection or access to unbundled network elements. Before any switching equipment is installed, CLEC must

provide a written inventory to Qwest of all switching equipment and how it will be used for interconnection and/or access to unbundled network elements.

Sections 8.2.1.4 and 8.2.1.5...Direct Connection

Mr. Wilson discusses the need to modify Sections 8.2.1.4 and 8.2.1.5 to accommodate direct connections, although Mr. Wilson does not propose any specific language changes. I do not believe any modifications to the language in these sections are required. Specifically, these sections describe the demarcation point options available to collocators. One option described in these sections is a demarcation point in the CLEC's physical or virtual collocation space – the very demarcation point that is established to accommodate a direct connection arrangement.

Mr. Priday proposes to modify this section to require the demarcation be established outside of the CLEC's collocation space. Such a change is not required, as the section currently offers CLECs the option of selecting an alternative demarcation point that is acceptable to both parties. This paragraph includes the sentence "Alternatively, the demarcation point may be established at a location jointly agreed to by CLEC and Qwest."

8.2.1.4 Demarcation Points for unbundled network elements (UNEs) and Ancillary Services. The demarcation point for unbundled network elements and ancillary services is that physical point where Qwest shall terminate its unbundled network elements and ancillary services for access by CLEC. There are two standard demarcation points where unbundled network elements and ancillary services may be delivered to CLEC. CLEC shall specify its choice of standard demarcation points for its access to UNEs and ancillary services. One standard demarcation point is at CLEC-provided cross connection equipment in CLEC's Physical or Virtual Collocation space. A second standard demarcation point is at an Interconnection Distribution Frame. Alternatively, the demarcation point may be established at a location jointly agreed to by CLEC and Qwest. To the extent CLEC selects a demarcation point outside of its collocated space, such as an ICDF, CLEC shall provide and Qwest shall install the tie cables from CLEC's collocated equipment to the demarcation point. Alternatively, Qwest shall provide and install these tie cables, at CLEC's expense.

8.2.1.5 Qwest will provide a connection between unbundled network elements and ancillary services and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). The demarcation point shall be:

- a) at CLEC-provided cross-connection equipment located in the CLEC's Virtual or Physical Collocation Space; or
- b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or
- c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or
- d) at another demarcation point mutually-agreed to by the parties.

Section 8.2.1.8...Technical Publications

Mr. Wilson complains that the SGAT at Section 8.2.1.8 references several Qwest technical publications, and proposes that the relevant portions of the technical publications be incorporated within the SGAT. I do not agree with Mr. Wilson's proposal. The referencing of Qwest technical publications is a reasonable practice, while Mr. Wilson's proposal would transform Qwest's SGAT into an unreasonably long and cumbersome document.

Mr. Priday proposes modifications to the paragraph to limit the technical requirements to NEBS level 1 safety standards. Qwest is prepared to modify this section of the SGAT to remove the reference to the Qwest's technical publications, and rely instead on reference to the Network Equipment Building System (NEBS) standards, level 1, as permitted by the FCC rules. This modification should also meet Mr. Wilson's concerns stated above.

Mr. Wilson also proposes the addition of a sentence at the end of the paragraph to require that Qwest not impose more stringent standards on CLEC equipment than

Qwest imposes on its own equipment. This proposal is acceptable to Qwest and has been incorporated in the SGAT:

8.2.1.8 All equipment shall meet and be installed in accordance with Network Equipment Building System (NEBS) level 1 safety standardsQwest. Qwest shall provide standard central office alarming pursuant to Qwest Technical Publication 77385. Qwest shall not impose safety or engineering requirements on CLEC that are more stringent than the safety or engineering requirements Qwest imposes on its own equipment that it locates on its premises.

Section 8.2.1.9...Exhaust

Section 8.2.1.9 describes the information that Qwest provides to CLECs of those premises where space for collocation has been exhausted. This information is consistent with the FCC's requirements, as stated in its Advanced Services Order.³

Mr. Wilson and Mr. Priday propose to require Qwest to modify the SGAT to ensure such information is provided to CLECs within 10 days of a request. Qwest finds the proposed change acceptable. The Qwest process is described in exhibit TRFR1-3.

8.2.1.9 Upon request by CLEC, Qwest will submit to a requesting CLEC, within ten (10) business days of CLEC's request, a report including:

- a) available Collocation space in a particular Qwest premises;
- b) number of collocators;
- a any modifications in the use of the space since the last report; and
- b measures that Qwest is taking to make additional space available for Collocation.

Section 8.2.1.10...First Come

Section 8.2.1.10 discusses the availability of collocation space on a first come, first served basis. Mr. Wilson proposes some additional language to this section, which is acceptable to Qwest. Mr. Priday makes a similar recommendation.

³ FCC 99-48, First Report and Order and Further Notice of Proposed Rulemaking at para 58

The following modifications to section 8.2.1.10 incorporate both Mr. Priday, and Mr. Wilson's suggestions, with one exception. Mr. Priday proposes to address the removal of obsolete unused equipment in this paragraph, but that issue is already addressed in Section 8.2.1.14. As a result, Mr. Priday's suggestion in this regard has not been incorporated in the following revision:

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the lack of sufficient space in a Qwest Premises for placement of CLEC's equipment. If Qwest determines that the amount of space requested by CLEC for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC will be offered Cageless Physical Collocation (single frame bay increments), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and the CLEC did not specify an alternative form of Collocation on the original order form, the CLEC will be required to submit a new order for the CLEC's preferred alternative Collocation arrangement. If CLEC identifies a second choice for collocation on its original Collocation request, Qwest will determine the feasibility of the second choice in the event CLEC's first choice is not available. To the extent possible, Qwest shall make contiguous space available to CLEC when it seeks to expand its existing collocation space. Where adjoining space is not available, Qwest will provide interconnection facilities between the non-adjoining CLEC collocation spaces. When planning renovations of existing facilities or constructing or leasing new facilities, Qwest shall take into account projected demand for collocation of equipment. QWEST

Section 8.2.1.12...Denial

Section 8.2.1.12 requires Qwest to provide the Commission with detailed floor plans whenever Qwest denies a CLEC request for collocation due to lack of space. Mr. Wilson proposes a change that, while is unnecessary, Qwest will incorporate in the interest of cooperation.

8.2.1.12 Qwest shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any premises where Qwest claims that physical Collocation is not practical because of space limitations.

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Section 8.2.1.13...Web Site

Section 8.2.1.13 addresses the availability of the Qwest web site that maintains a list of those wire centers where space has been exhausted. Mr. Wilson requests the site be expanded to include all premises where collocation may be requested, not just those wire centers that have been exhausted.

Mr. Wilson's proposal, coupled with his requirement for a broader definition of premises where collocation might be ordered, go beyond the requirements of the FCC's Advanced Services Order.⁴ Mr. Wilson's request would require Qwest to inventory all of our wire centers, and all of the other locations where collocation may be, some day, requested -- including all cable vaults, pedestals, or any other structure on public rights-of-way. Such a demand is not required and would be an unreasonable burden on Qwest. . Qwest, instead, maintains a list of all known premises that are out of space to new collocators. This is reflected in the SGAT as follows:

8.2.1.13 Qwest will maintain a publicly available document, posted for viewing on the Internet, indicating all premises that are full, and will update this document within ten calendar days of the date at which a premises runs out of physical space.

Section 8.2.1.14...Obsolete Equipment

Section 8.2.1.14 addresses the requirement that Qwest remove unused or obsolete equipment in the event a CLEC requests collocation, and no other space is available for the CLEC's use. Mr. Wilson proposes some modifications to this Section to require that the cost of such reclamation be borne by Qwest. Qwest does not object to stating that

⁴ Advanced Services Order and NPRM at para. 147. See NTIA Jan. 11, 1999 Ex Parte at 17-18 ("the Commission should require [incumbent] LECs to establish and maintain lists from which competitors can learn exactly how much collocation space is available in each central office").

the cost of removal of obsolete, unused equipment be borne by Qwest, and has added language similar to that proposed by Mr. Wilson:

8.2.1.14 If a request for Collocation is denied due to a lack of space in a Qwest Central Office, CLEC may request Qwest to provide a cost quote for the reclamation of space and/or equipment. Quotes will be developed within sixty (60) business days including the estimated time frames for the work that is required in order to satisfy the Collocation request. The cost of removal of obsolete unused equipment shall be borne by Qwest. CLEC has thirty (30) business days to accept the quote. If CLEC accepts the quote, work will begin on receipt of 50% of the quoted charges and proof of insurance, with the balance due on completion.

Two other proposals by the intervenors are unacceptable to Qwest. First, Mr. Wilson proposes that the quote for space reclamation be completed in 30, rather than 60 days. His comment implies that the 30 day interval is a requirement by the FCC, but the FCC has not established an required interval for developing such quotes.⁵ I believe that a 60 day interval is reasonable, given the complexity of verifying that all of the circuits on a particular bay or bays of equipment are, in fact, unused. Qwest must also determine the extent of cable mining that may be required. In addition, Qwest must determine the amount of renovation that may be required to restore the space to standards. Performing such work in a 60 day period is reasonable, and permissible under the FCC's rules.

Another proposal by Mr. Wilson is also unreasonable. Mr. Wilson proposes that Qwest be required to relinquish **any** space reserved for future use by Qwest. This proposal is unsupported by FCC rulings⁶, and if accepted, could seriously undermine Qwest's ability to provide service to its retail customers. Qwest seeks to avoid collocation space denial. For example, an entire floor of the Denver Main

⁵ FCC 99-48, First Report and Order and Further Notice of Proposed Rulemaking at para 54

⁶ At Para 585 of FCC 96-325 "The First Report and Order", The FCC declined to compel LECs to relinquish previously reserved space, and further declined to adopt general rules requiring LECs to file reports on status, planned increase, or use of space.

building has been recently remodeled to provide double the space currently occupied by collocators. As a result, this proposal should be rejected.

Section 8.2.1.17...Earthquake

Section 8.2.1.17 establishes a requirement that CLEC equipment meet earthquake rating requirements – which primarily involve securing equipment bays so they will not collapse during an earthquake. Mr. Priday proposes the deletion or modification of this paragraph. Mr. Wilson proposes additional language that is acceptable to Qwest and, I suspect, may be acceptable to Mr. Priday as well:

8.2.1.17 All equipment and installation shall meet earthquake rating requirements comparable to and to the same extent that Qwest equipment and installations meet earthquake rating requirements.

Section 8.2.1.18...Trespass

Section 8.2.1.18 establishes security arrangements that apply to CLEC personnel on Qwest Premises. Mr. Wilson complains that the language does not define ‘trespass violations’ nor does it define ‘designated and approved areas.’ Mr. Wilson goes on to propose that, if these terms are not defined, Qwest should add a statement that would subject CLEC personnel and their vendors to the same security arrangements that apply to Qwest personnel.

Mr. Wilson’s proposed changes are not acceptable to Qwest. The term ‘trespass violations’ does not need to be defined in the SGAT as the term is well understood. The term ‘designated and approved areas’ also does not need to be defined in the SGAT. These terms together simply make that CLEC personnel may access their equipment, and collocated space and other common areas of the premises (like bathrooms, eye wash stations, elevators, etc.) But, CLEC personnel may not tour Qwest administrative areas or equipment areas unless invited by Qwest personnel.

This language has not, as Mr. Wilson apparently fears, been misused by Qwest to harass CLEC personnel. Finally, Qwest should not be required to subject CLEC employees and their vendors to the same security arrangements that apply to Qwest personnel. Qwest personnel are subject to a wide range of internal policies, violation of which subject the employees to penalties up to, and including, dismissal. Application of such policies to the employees of CLECs would be inappropriate, and cumbersome, at best. The bottom line here is – CLEC employees should not have the same level of access to Qwest's premises as Qwest's own employees.

8.2.1.18 Qwest will review the security requirements, issue keys, ID cards and explain the access control processes to CLEC. The access control process includes but is not limited to the requirement that all CLEC approved personnel are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals.

Section 8.2.1.19...Amenities

Section 8.2.1.19 describes the areas of Qwest premises that are accessible to CLEC employees. Mr. Wilson proposes language that would specify that CLECs have access to basic facilities, including parking. Mr. Priday also proposes language that seeks access to parking. Mr. Wilson also proposes that the SGAT specify that Qwest may not require the use of escorts. While Qwest already provides such access to CLECs, Qwest does not object to including Mr. Wilson's proposed language in the SGAT, although I have proposed a modest modification that I believe will be acceptable to Mr. Priday and Mr. Wilson:

8.2.1.19 Qwest shall provide access to CLEC's collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Qwest Premises on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents. Such access shall be permitted without requiring either a security escort of any kind or delaying CLEC's employee's entry into Qwest premises. Qwest shall provide CLEC with access to other basic facilities while CLEC is at the Qwest premises, including parking, where available on a first-come, first-served basis.

Section 8.2.1.23...CLEC-to-CLEC Ties

Mr. Priday proposes several changes to section 8.2.1.23. Qwest finds the most of Mr. Priday's proposal acceptable. However, Mr. Priday's suggestion that CLECs be permitted to use "any technically feasible" means of interconnecting its collocated equipment with the collocated equipment of another party is unreasonably unlimited, and has the potential of interfering with Qwest's legitimate property rights. Qwest offers CLECs the option of using fiber, coax, or copper cable, and will consider other arrangements through the BFR process. As a result, this one aspect of Mr. Priday's proposal has not been incorporated in the proposed revision:

8.2.1.23 Qwest shall provide, at the request of CLEC, the fiber, coax or copper cable connection between the CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises. Alternatively, CLEC may construct its own connection, using copper, coax or optical fiber equipment, between the CLEC's equipment and that of another CLEC utilizing a Qwest-approved vendor or another vendor of CLEC's own choosing, subject to Qwest's approval, which may not be reasonably withheld. CLEC may place its own fiber, coax or copper cable connecting facilities outside of the actual physical Collocation space, subject only to reasonable NEBS level 1 safety limitations. . CLEC may interconnect its network as described herein to any other collocating carrier, to any collocated affiliate of CLEC, to any end user's premise, to any dedicated interoffice transport facilities, and may interconnect CLEC's own collocated space and/or equipment (i.e. CLEC's physical collocation and CLEC's virtual collocation on the same premises).

Sections 8.2.1.25 and 8.2.1.26...COSMIC

Mr. Wilson proposes language regarding direct connection from collocation equipment to traditional Qwest frames terminating analog and DSO circuits. Direct connection is available now. A collocator's deliberate intent to eliminate an intermediate frame between its collocated equipment and the COSMIC main distributing frame can be satisfied by exercising a direct connection option. One direct connection option involves establishing a demarcation in the collocation space. A second direct connection option would place the demarcation on the COSMIC

frame, however Qwest technicians would be solely responsible for work activities at the COSMIC frame. The collocator chooses the demarcation option it prefers. Changes to these sections of the SGAT are not necessary to eliminate intermediate frames.

8.2.1.25 CLEC terminations will be placed on the appropriate Qwest cross connection frames using standard engineering principles. CLEC terminations will share frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device, such as a Single Point of Termination (SPOT) frame, and without direct access to the COSMIC (TM) or MDF. This provides a clear and logical demarcation point for Qwest and CLEC.

8.2.1.26 If CLEC disagrees with the selection of the Qwest cross-connection frame, CLEC may request a tour of the Qwest Premises to determine if cross connection frame alternatives exist, and may request, through the BFR process, use of an alternative frame or an alternative arrangement, such as direct connections from CLEC's collocation space to the MDF or COSMIC frame.

Sections 8.2.1.27...Conversion

This section describes the conversion, using the bona fide request (BFR) process, from one form of collocation (e.g., virtual) to another form (e.g., caged physical). Mr. Wilson complains that a simple conversion of a virtual collocation arrangement to a cageless physical collocation arrangement should be permitted in a more streamlined manner, and in under 30 days. Mr. Wilson did not, however, propose specific language changes. Qwest is willing to modify the section to provide a streamlined process for certain conversions as requested by Mr. Wilson, as described below:

8.2.1.27 Conversions of the various Collocation arrangements (e.g., virtual to physical) will be considered under the Bona Fide Request Process described in Section 17 of this Agreement. However, conversions from Virtual Collocation to Cageless Physical Collocation, where the conversion only involves an administrative and billing change, and the Virtually Collocated equipment is located in a space where Cageless Physical Collocation is available, shall be completed in 30 calendar days. CLEC must pay all associated conversion charges.

Mr. Priday proposes that if a CLEC adopts one form of collocation because its preferred form of collocation is not available due to lack of space and, subsequently, additional space is available to accommodate the CLEC's preferred option, the CLEC should not be required to use the BFR process nor be subject to conversion charges. Qwest is unwilling to adopt Mr. Priday's proposal. Qwest is entitled to recover its costs of such conversions, and, as a result, is unwilling to provide such conversions to CLECs at no charge.

Section 8.2.2.1...Virtual Collocation Equivalency

Section 8.2.2.1 addresses Qwest's responsibility for installing and maintaining a CLEC's virtually collocated equipment. Mr. Wilson proposes an additional sentence which describes Qwest's responsibility to perform such work in a non-discriminatory manner. Qwest agrees to add language generally consistent with Mr. Wilson's proposal to the SGAT:

8.2.2.1 Qwest is responsible for installing and maintaining Virtual Collocated equipment for the purpose of Interconnection or to access unbundled loops, ancillary and finished services. When providing Virtual Collocation, Qwest shall install, maintain, and repair collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest.

Section 8.2.2.5...NEBS Level 1

Section 8.2.2.5 establishes requirements for a CLEC's collocated equipment. Mr. Wilson proposes additional language to this section which is acceptable to Qwest. Mr. Priday makes similar, but somewhat different proposed changes to this Section. Qwest finds Mr. Wilson's proposal more acceptable, as Mr. Priday's proposal would eliminate the requirement that the equipment be in compliance with statutory requirements:

8.2.2.5 CLEC's virtual collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063 with respect to safety only, Qwest Wire Center environmental and

transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. CLEC shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of CLEC's virtual collocated equipment. Such safety and engineering standards shall apply to CLEC equipment only to the degree that they apply to Qwest equipment located in Qwest's Premises.

Section 8.2.2.7...Training

Mr. Priday finds Section 8.2.2.7 unreasonable, and proposes to strike the paragraph in its entirety. I disagree. The paragraph simply allows Qwest to recover the cost of training its employees on unfamiliar equipment that is virtually collocated by a CLEC, and which must be installed and maintained by Qwest employees. This is particularly reasonable, given the CLECs demands that Qwest maintain and repair the CLEC's equipment in a non-discriminatory fashion (see Section 8.2.2.1 above).

8.2.2.7 CLEC will be responsible for payment of Qwest Direct Training Charges associated with training Qwest employees for the maintenance, operation and installation of CLEC's Virtual Collocated equipment when such equipment is different than the standard equipment used by Qwest in that Premises. This includes per diem charges (i.e., expenses based upon effective Qwest labor agreements), travel and lodging incurred by Qwest employees attending a vendor-provided training course.

Section 8.2.2.8...Virtual Collocation Labor Costs

Mr. Priday proposes changes to Section 8.2.2.8, to clarify the kinds of charges Qwest may impose on CLECs for the maintenance and repair of the CLEC's virtually collocated equipment. Qwest has adopted Mr. Priday's proposed language in this Section:

8.2.2.8 CLEC will be responsible for payment of reasonable charges incurred in the maintenance and/or repair of CLEC's virtual collocated equipment in accordance with this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, CLEC shall not be responsible for any costs or charges incurred in the maintenance and/or repair of CLEC's virtually collocated equipment where such costs or charges result from Qwest's fault or negligence.

Section 8.2.3.3...Use of Space

Section 8.2.3.3 establishes requirements for the efficient use of collocation space by CLECs. Mr. Wilson and Mr. Priday propose modifications to the section which would eliminate a requirement that a CLEC use no more than 50% of its leased space for storage cabinets or work surfaces. I do not agree with Mr. Wilson and Mr. Priday's proposal. These restrictions are reasonable. CLEC's are permitted, under the Act, to collocate equipment that is necessary for interconnection and access to unbundled network elements. It seems clear that a CLEC that utilizes a substantial amount of space for storage cabinets or desks is using the space for purposes not specifically required under the Act. Thus, Qwest has not made changes to this section as requested by Mr. Wilson and Mr. Priday.

Section 8.2.3.6...Physical Collocation Equipment Lease

Mr. Wilson proposes to add the words "or leases" to Section 8.2.3.5. Qwest agrees to modify the SGAT in accordance with Mr. Wilson's proposal.

8.2.3.6 CLEC owns "or leases" and is responsible for the installation, maintenance and repair of its transmission equipment located within the physically collocated space leased from Qwest.

Section 8.2.3.7...Early Access

Mr. Wilson proposes to add language to Section 8.2.3.7 that will ensure CLECs have access to the collocated space prior to the completion of the installation work by Qwest. This proposed new language is consistent with Qwest's current practice, and Qwest agrees to modify the SGAT accordingly.

Mr. Priday finds the entire Section offensive, and requests its removal in its entirety. I hope that the modification proposed by Mr. Wilson, and accepted by Qwest, will be acceptable to Mr. Priday.

8.2.3.7 CLEC must use leased space and begin installation of telecommunications equipment within sixty (60) days of the actual Ready for Service date or the projected Ready for Service date, whichever is later, and may not warehouse space for later use. Qwest shall permit CLEC to commence installation of its equipment prior to completion of Qwest's work preparing the collocation space, at no additional charge to CLEC. Such "early access" by CLEC shall not interfere with the work remaining to be performed by Qwest.

Section 8.2.3.9...Safety

Mr. Wilson proposes to modify Section 8.2.3.10 to clarify the safety standards that apply to CLEC equipment. Mr. Priday proposes similar modifications, although his proposal would eliminate the requirement for CLEC equipment to comply with applicable laws or regulations. Qwest does not accept Mr. Priday's suggestion in this regard. This new language proposed by Mr. Wilson is consistent with Qwest's current practice and is generally consistent with Mr. Priday's proposal, and Qwest agrees to modify the SGAT accordingly:

8.2.3.9 If, during installation, Qwest determines CLEC activities or equipment do not comply with the NEBS level 1 safety standards listed in this Section or are in violation of any applicable laws or regulations, all equally applied to Qwest, Qwest has the right to stop all Collocation work until the situation is remedied. If such conditions pose an immediate threat to the safety of Qwest employees, interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Central Office, Qwest may perform such work and/or take action as is reasonably necessary to correct the condition at CLEC's expense. In the event that CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

Section 8.2.3.10...Hazardous Condition Cure

Section 8.2.3.10 allows Qwest to ensure CLEC collocated equipment does not present a safety hazard to the central office via audit. If a safety hazard is identified, the section requires Qwest to notify the CLEC, who has fifteen days to correct the hazardous condition. If the condition is not corrected in fifteen days, Qwest can take direct action to correct the condition.

Mr. Wilson proposes to modify Section 8.2.3.10 in a way that could substantially delay the resolution of the hazardous condition. First, Mr. Wilson proposes that the parties be required to negotiate for 30 days. Then, if no agreement is reached, the Commission will be required to resolve the dispute. If the Commission directs the CLEC to correct the condition, the CLEC is effectively given first right to correct the condition.

Qwest cannot agree to such a cumbersome, and potentially time consuming process to resolve a hazardous condition on Qwest's property. The current language allows the CLEC fifteen days to correct the hazardous condition, which is generous under the circumstances.

Qwest does agree to modify the section to make clear that the only conditions that could trigger such corrective action are violations of the NEBS level 1 safety standards. I hope that this clarification of the section will serve to address Mr. Wilson's concerns.

Mr. Priday proposes to eliminate this section in its entirety. I am hopeful that by limiting the audit function to safety issues, Mr. Priday's concerns will be eliminated.

- a) All equipment placed will be subject to random audits conducted by Qwest. These audits will determine whether the equipment meets the NEBS level 1 safety standards required by this Agreement. CLEC will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, Qwest determines that the equipment or the

installation does not meet Qwest NEBS level 1 safety standards, CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If CLEC fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, Qwest may have the equipment removed or the condition corrected at CLEC's expense.

Section 8.2.3.12...Vendor of Choice

Mr. Wilson proposes several modifications to Section 8.2.3.12. Mr. Priday makes similar proposals as Mr. Wilson. These modifications are acceptable to Qwest, and have been incorporated in the SGAT. Mr. Priday also requests a modification to permit a CLEC to use a vendor of its own choosing, subject to reasonable approval of Qwest. Qwest also finds this proposal of Mr. Priday acceptable.

Mr. Priday also proposes to delete the requirement that CLECs comply with applicable local, state, or federal regulatory requirements. Qwest does not agree with Mr. Priday's proposal in this regard. With the exception of this one proposal, I believe the following accommodates both Mr. Wilson and Mr. Priday's recommended language changes:

8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or CLEC may choose from Qwest approved contractors, or may use another vendor of CLEC's own choosing, subject to Qwest's approval which may not be unreasonably withheld, to construct the cage in accordance with the technical publications listed below. All CLEC equipment placed will meet NEBS level 1 safety standards, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective. QWEST

Section 8.2.3.13...Segregation

Mr. Wilson proposes to modify Section 8.2.3.13 in two ways. First, he proposes to redefine Cageless Collocation to permit CLECs to have their equipment intermingled with Qwest equipment. This modification is inconsistent with the FCC's requirements

for Cageless Collocation. Qwest is not prepared to modify its Cageless Collocation in this manner. Qwest is entitled, under the FCC's rules, to segregate CLEC equipment from Qwest equipment as a form of security. For example, the FCC states, "The incumbent LEC may take reasonable steps to protect its own equipment, such as enclosing the equipment in its own cage and other reasonable security measures."⁷

Mr. Wilson also proposes that Qwest provide a copy of Qwest's space reclamation policy. That policy is exhibit TRFR1-4 to this affidavit.

Mr. Priday proposes language to permit a reduction of the minimum square footage for cageless collocation, in the event smaller equipment bays become available. Mr. Priday proposes different language in this section than his similar proposal in Section 8.1.3. To maintain consistency, I have incorporated the same-language Mr. Priday proposed, and Qwest accepted, from section 8.1.3 in section 8.2.1.13 as follows:

8.2.3.13 For Cageless Physical Collocation, the current minimum square footage is nine (9) square feet per bay, however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly. Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' equipment bays. CLEC may request, through the Qwest Space Reclamation Policy, a price quote to rearrange Qwest equipment to provide CLEC with adjacent space.

Section 8.2.4.1...Undefined Technology

Mr. Wilson proposes to modify Section 8.2.4.1 to permit the use of other technologies, including "yet undefined technology" for facility access to a CLEC's collocation space. While Mr. Wilson did not propose specific language, I believe the following additional language accommodates Mr. Wilson's proposal:

8.2.4.1 For Virtual or Physical Collocation, CLEC may select from three optional methods for facility access to its Collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line or access services, and 3) unbundled network

⁷ FCC 99-48, First Report and Order and Further Notice of Proposed Rulemaking at paragraph 42.

elements. Other technologies, such as microwave radio, wireless, or other technologies may be requested through the BFR process.

Section 8.2.4.3...Express Entrance

Mr. Wilson proposes to modify Section 8.2.4.3 to clarify the section does not apply to the Express Fiber Entrance Facility option. Qwest agrees to include the new language in its SGAT:

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the Collocation Point of Interconnection (C-POI) outside Qwest's Central Office. Qwest will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by Qwest from the FDP to continue the run to CLEC's leased Collocation space (Caged or Cageless Physical Collocation) or CLEC's equipment (Virtual Collocation). The Qwest provided facility from the C-POI to the leased Collocation space (Physical Collocation) or CLEC equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to Express Fiber Entrance Facility which provides the CLEC fiber will be pulled to the CLEC collocation equipment without splices or termination on a FDP.

Section 8.2.4.3.3...NEBS

Mr. Priday proposes to modify section 8.2.4.3.3 to reflect NEBS level 1 safety requirements. Qwest finds the proposed modification acceptable.

8.2.4.3.3 Express Fiber Entrance Facility -- Qwest will place a CLEC-provided fiber cable from the C-POI directly to CLEC's Collocation space. The fiber cable placed in the Qwest Premises must meet NEBS level 1 fire rating requirements. If the CLEC provided cable does not meet NEBS level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the Qwest Premise meets requirements. This option will not be available if there is less than one full sized conduit (for emergency restoration) and 2 innerducts (one for emergency restoral and one for a shared entrance cable).

Section 8.2.4.6...Dual Entrance

Mr. Wilson proposes to modify Section 8.2.4.6 to clarify the conditions under which a CLEC may request and obtain two separate entrance facilities into a Qwest premises. Qwest generally agrees with the language proposed by Mr. Wilson.

However, Qwest has modified Mr. Wilson's language in two ways. First, Mr. Wilson's language would require Qwest to provide two entrances for a CLEC, even if the CLEC had not requested separate entrances. As a result, I have added the phrase, "Upon CLEC request" to Mr. Wilson's proposal.

Second, Mr. Wilson's proposed language would require Qwest to provide two entrances to a CLEC if Qwest had two or more entrances into a building – even if one of the existing entrances were exhausted. Mr. Wilson's language would therefore require Qwest to either rearrange Qwest's existing cabling to free up a duct on the exhausted entrance (a daunting task), or to construct a new entrance for the CLEC. Neither approach is required by the Act or the FCC's rules. Instead, Qwest will provide CLECs with access to available entrance facilities, and will consider CLEC needs when new entrance facilities are constructed.

Mr. Priday proposes the paragraph be stricken, and replaced with a single sentence "Dual entry into a Qwest premises will be provided upon request by CLEC." Mr. Priday's proposal has the same flaw as Mr. Wilson's proposal, but goes further. Mr. Priday would require Qwest to build a second entrance facility for a CLEC, even if Qwest has only a single entrance for its own cable. Mr. Priday's proposal should be rejected. Qwest does not have the obligation to construct dual entrances to CLECs upon request.

8.2.4.6 Qwest shall provide an interconnection point or points, physically accessible by both Qwest and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter Qwest's premises, provided that Qwest shall designate interconnection points as close as reasonably possible to its premises. Upon CLEC request, Qwest shall provide at least two such interconnection points at each Qwest

premises. Qwest when at least two entry points pre-exist and duct space is available. Qwest will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If Qwest requires the construction of a new Collocation entrance facility for its own use, then the needs of CLEC will also be taken into consideration.

Section 8.2.5.1...ICDF Collocation

Mr. Priday asks that the ICDF form of collocation be moved from the Collocation Section of the SGAT (Section 8) to the Unbundled Network Elements Section (Section 9), because, Mr. Priday argues, ICDF collocation is used for combinations of unbundled network elements. I disagree with Mr. Priday, as this is just another form of collocation that a CLEC may use to access not only UNEs, but for access to ancillary services as well. This section should not be removed from the SGAT.

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available for CLECs who have not obtained Caged or Cageless Physical Collocation, but who require access to the Qwest Premises for combining unbundled network elements and ancillary services. ICDF Collocation provides CLECs with access to the Interconnection Distribution Frame, where Qwest will terminate the unbundled network elements and ancillary services ordered by CLEC. CLEC may combine one UNE to another UNE or ancillary service by running a jumper on the ICDF. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section.

8.2.5.2 All Qwest terminations on the Interconnection Distribution Frame will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will maintain assignment records for each unbundled network element and ancillary service ordered by CLEC that is terminated on the Interconnection Distribution Frame. Qwest will provide CLEC with the frame assignments for each unbundled network element and ancillary service terminated on the ICDF.

8.2.5.3 CLEC will be required to place the jumper connection between frame addresses to connect unbundled loops, ancillary and finished services. CLEC will be required to maintain the records for CLEC-provided jumpers.

Section 8.3.1.1...TELRIC

Mr. Priday proposes to add language to Section 8.3.1.1 to require that pricing for collocation be in accordance with TELRIC principles. I do not believe such language

is necessary. The SGAT has many rate elements discussed, and it would be redundant to add language specifying TELRIC principles in each discussion of rate elements. Moreover, the rates for collocation will clearly be reviewed by the Commission in its ongoing cost docket. Thus, there is no need to modify the language as Mr. Priday proposes.

8.3.1.1 Qwest will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by CLEC on the Collocation Order Form. A quote is then developed by Qwest for the work to be performed.

Section 8.3.1.4...Express Fiber

Mr. Wilson proposes to modify Section 8.3.1.4 to clarify that the Express Fiber Entrance Facility does not require a fiber cable, which is provided by the CLEC. The Express Facility also does not require a splice case or a splice frame, since there is no need to splice a Qwest fiber cable to the CLEC fiber cable. And, there is no need for a fiber distribution panel, since the panel is provided by the CLEC in its collocation space. Qwest agrees with Mr. Wilson's proposed language in this regard.

However, Mr. Wilson also proposes that the Express Fiber Entrance Facility does not require relay rack. I disagree, since relay racking is required to support the CLEC-provided fiber cable from its entrance into the building to the CLEC's collocation space. As a result, I have included Mr. Wilson's proposed changes, with the exception of his proposed inclusion of the phrase "or relay rack" at the end of this paragraph.

8.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing Qwest owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation entrance facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and

relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel.

Section 8.3.1.8...Three Hours

Mr. Friday is concerned that section 8.3.1.8 may include an unreasonable minimum charge for three hours of labor when an inspector is called out after normal business hours. Mr. Friday wants confirmation that the three hour minimum is consistent with Qwest's labor agreements. Accordingly, based upon Section 5.1(b) of the current agreement with the CWA, three hours is the minimum amount paid to an employee for a call out after normal business hours.⁸ Furthermore, three hours is a reasonable increment of time for the probable effort required. Thus, no changes to the following paragraph are required.

8.3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when CLEC requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of CLEC.

Section 8.3.1.11...Direct Connection

Mr. Wilson proposes to modify Section 8.3.11, subparagraph A, to include direct connections to Qwest frames other than the ICDF. Qwest agrees to make the proposed modification to its SGAT:

8.3.1.11 Collocation Terminations.

A Terminations are purchased by CLEC to ~~connect their Caged or Cageless Collocation to the ICDF~~ for the purpose of accessing unbundled network elements. These terminations may be

⁸ "Wages and Working Conditions Agreement between QWEST Communications, Inc and Communications Workers of America" Effective August 16, 1998, Page 21.

requested in Shared Access and Direct Connection Configurations.

A Shared Access

In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or appropriate demarcation point including, but not limited to, the following:

- Existing Interconnection Distributing Frame (ICDF).
- Existing DSX Panels for DS-1 and DS-3 services
- New Interconnection Distributing Frame
- Existing Toll Frame

The ICDF is the test access point. It would not be uncommon to find multiple service providers, including Qwest, on the ICDF at any one time. This element includes Qwest's provided termination blocks, installation labor between CLEC collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by CLEC or at their request, Qwest will provide cabling at an additional charge. When Qwest provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement.

A Direct Connection

Direct Connection provides an uninterrupted path from the collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the collocation space to the same frame that Qwest uses to connect to that specific service. For example, if the CLEC wants to connect directly from their collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the demarcation point. The CLEC will select their desired option via the supplemental Direct Connection (DC-POT) With Collocation Form DC050900. If the CLEC chooses a demarcation inside the collocation space, the collocater should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If the CLEC chooses a demarcation outside it's collocation space, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-provisioning of the Direct Connection, the CLEC will receive an Alternate Point Of Termination (APOT) form so that they may order finished services and UNEs. The CLEC will be responsible for augmenting

terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

The collocator's termination point will require a CLLI code (e.g., Frame Number) and the dedicated tie pairs will require a unique name to enable automatic assignment through TIRKS(and SWITCH(via Carrier Facilities Address (CFA) methods.

If a collocator wishes to arrange terminations on a 2-wire POTS level cross-connect device of the modular type, i.e. COSMIC(Hardware, standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an individual case basis (ICB). A 5-year forecast including terminations per quantities will be required. MELD runs will be required for the initial COSMIC plan and each subsequent block addition. Minimum installation is 1 block per module with a ½ shelf of block capacity reserved for future block space, where space is permitting. Where ½ shelf space is not available, retermination (grooming) of circuits and frame growth may be required. Costs for such activities will be assessed to the CLEC and listed on the quote.

Requests for terminations at a DSO, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e. toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD(runs and short jumper engineering principals, as with the COSMIC(frame. However these connections will require coordination between Qwest and the CLEC to ensure that the cable is terminated in an existing frame with the service that the CLEC is wishing to connect with. Direct Connection is ordered via the supplemental collocation order form, Direct Connection (DC-POT) With Collocation Form DC050900. Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order.

~~This element includes Qwest's provided termination blocks, installation labor between CLEC collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by CLEC or at their request Qwest will provide cabling at an additional charge. When Qwest provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement. Rates for Direct Connection Terminations will be on an ICB basis using rates defined in Exhibit A.~~

D) Terminations must be purchased in the following increments: DS0 in blocks of 100 terminations; DS1 in increments of 28 terminations; DS3 in increments of one (1) coaxial cable or fiber pair. This element is provided as negotiated between CLEC and Qwest.

Section 8.3.1.12...TELRIC

Mr. Priday seeks two changes to section 8.3.1.12. First, he proposes to modify this section to require charges be developed in accordance with TELRIC principles. Again, such language is unnecessary, because such charges will be reviewed and approved by the Commission in its ongoing cost docket.

Second, Mr. Priday proposes to delete the final sentence in this paragraph. Because these costs are either not appropriate or are still in development, Qwest agrees to strike this SGAT language at this point in time.

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers, required for CLEC access to the Qwest Central Office for the purpose of Collocation. Charges are assessed per CLEC employee, per card on a monthly basis. Video cameras and other Central Office Security infrastructure may be required and will be assessed on an Individual Case Basis.

Section 8.3.2.1...Three Hours

Mr. Priday is concerned that the last sentence of section 8.3.2.1 may include an unreasonable minimum charge for three hours of labor when an inspector is called out after normal business hours. Mr. Priday wants confirmation that the three hour minimum is consistent with Qwest's labor agreements. For the reasons described above at 8.3.1.8, no changes to the following paragraph are required.

8.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC virtually collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three hours.

Section 8.3.3.1...Allocation, NEBS, Choice of Vendor

Mr. Priday makes several proposed changes to Section 8.3.3.1, which are generally acceptable to Qwest, and have been incorporated as follows:

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per caged or cageless Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine foot high cage enclosure available in increments up to 400 square feet. CLEC may choose from Qwest approved contractors, or may use another vendor of CLEC's own choosing, subject to Qwest's approval which may not be unreasonably withheld. to construct the space, including the cage in the case of Caged Collocation, in accordance with Qwest NEBS level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of shared collocation, Qwest may not increase the cost of site preparation or nonrecurring charges above the TELRIC cost for provisioning such a cage of similar dimensions and material to a single collocating party, and Qwest must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage of the total space used by CLEC. Qwest must in all cases of shared space collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by CLEC.

Section 8.3.4.1...ICDF Collocation

Mr. Priday again proposes to delete ICDF collocation as an option. I will not repeat my objections to that proposal. I believe this paragraph should not be stricken as proposed by Mr. Priday.

8.3.4.1 The charges for ICDF Collocation are the non-recurring and recurring charges associated with the unbundled network elements or ancillary services ordered by CLEC, the cost of extending the unbundled network elements or ancillary services to the demarcation point, which are recovered through the ITP charges described in Section 9, and the Security charge, described in the following paragraph.

Section 8.4.1.2...Request Amendments

Mr. Wilson complains that Section 8.4.1.2 could be interpreted to cause a CLEC substantial delays if, after submission of its initial request, the CLEC requests a modification to its order. Mr. Wilson proposes that the paragraph permit minor modifications, such as the reduction in the number of AC outlets requested by the CLEC, to occur without going through the process of resubmission of a new order.

But, that is what the existing paragraph calls for. Specifically, the paragraph requires the CLEC to submit a new request for quote and, if the new quote is accepted, a new order form. If, in Mr. Wilson's proposal, the request is minor in nature, the paragraph calls for the modification to be "implemented with the original request." Therefore a modification to this paragraph is not required.

8.4.1.2 Any changes, modifications or additional engineering requested by CLEC, subsequent to its initial order, as to the type and quantity of equipment or other aspects of the original Collocation request, must be submitted with a subsequent QPF and Collocation Order Form. Such requests will either be implemented with the original request or worked as a subsequent construction activity, dependent upon the time of submission; e.g., feasibility, quotation, or after down payment.

Section 8.4.2.2...Various Intervals

Mr. Priday proposes to modify this paragraph to require Qwest to complete all collocations in 90 days, unless the CLEC agrees to a longer interval. Qwest does not agree with this modification, as Qwest legitimately requires additional time in the event a major addition, such as a power plant modification or addition, is required. Qwest has not taken advantage of this exception. Thus, this paragraph should not be modified as proposed by Mr. Priday.

8.4.2.2 Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period the Collocation entrance facility and space is reserved pending CLEC's approval of the quoted charges. If CLEC agrees to terms as stated in the Collocation Price Quote, CLEC must respond within 30 calendar days with a signed quote, a down payment check for 50% down of the quoted charges and proof of insurance. Under normal conditions, Qwest will complete the installation within ninety (90) calendar days from receipt of CLEC's equipment. Any portions that cannot be completed within ninety (90) calendar days will be negotiated with CLEC on an individual case basis. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. Final Payment is due upon completion.

Section 8.4.3.1...Intervals and Reserving of Space

Mr. Wilson proposes the addition of language that would reserve for a CLEC the entrance facility and floor space during the period after the quote is provided to the CLEC. Qwest agrees to modify the language in accord with Mr. Wilson's proposal.

8.4.3.1 Upon receipt of a Collocation Order Form and QPF, Qwest will perform a feasibility study to determine if adequate space and power can be found for the placement and operation of CLEC's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the QPF. If Collocation entrance facilities and office space are found to be available, Qwest will develop a quote for the supporting structure within twenty-five (25) calendar days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period the collocation entrance facility and space is reserved pending CLEC's approval of the quoted charges. Upon receipt of the signed quote, 50% down and proof of insurance, space will be reserved and construction by Qwest will begin. When space and power requirements are available, the leased space (including the cage for Caged Physical Collocation) will be available to CLEC for placement of its equipment within ninety (90) calendar days of receipt of the 50% down payment. Depending on specific Premises

conditions, shorter intervals may be available. Final payment is due upon completion of work.

Section 8.4.3.2...Major Structural Additions

Mr. Priday proposes delete section 8.4.3.2, which allows Qwest additional time to complete a collocation option if, for example, a power plant addition is required. Such an exception to the standard intervals is reasonable. Qwest has not taken advantage of this provision to escape its obligation to provide collocation in accordance with its standard intervals whenever possible.

Mr. Priday goes further, and requests the paragraph be modified to indicate that Qwest will be subject to fines and penalties for failing to meet the specified intervals in accordance with the penalty plan under development by the ROC. Qwest does not disagree that a penalty plan will ultimately be adopted by this Commission, hopefully in accordance with a regional plan developed by the ROC. Nevertheless, a modification to the SGAT at this time is not warranted. First, the penalty plan is likely to address a wide range of service intervals, commitments, and services. It is unreasonable to modify the SGAT to try to capture each potential penalty at this time. Second, Section 20 of the SGAT has been reserved for this specific purpose. Specifically, Qwest anticipates that the penalty plan ultimately adopted by Qwest and this Commission will be incorporated in Section 20. Thus, the concerns of Mr. Priday will be addressed without modifying the section 8.4.3.2 at this time.

8.4.3.2 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a C-POI and DC power upgrades required to meet CLEC's Collocation request.

Section 8.4.3.3...Simultaneous Ordering

Mr. Priday proposes that the limitation on the number of collocation orders a CLEC may submit simultaneously and still obtain the standard intervals be expanded to five orders per state, rather than five orders per region. Qwest agrees to clarify, but cannot now promise standard intervals at the higher volume rate.

8.4.3.3 The intervals in Section 8.4.3.1 above apply to a maximum of five (5) Collocation orders per CLEC per week. If, regionwide, six (6) or more Collocation orders are submitted by CLEC in a one-week period, intervals shall be individually negotiated.

Section 8.4.4.1 thru 8.4.4.3...ICDF Collocation

Mr. Priday again proposes to strike any reference to ICDF collocation. Qwest does not support this proposal for the reasons mentioned earlier in my affidavit.

8.4.4.1 CLEC shall submit an ICDF Collocation Order Form to Qwest. The ICDF Collocation Order Form shall include a CLEC-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of CLEC. Such forecasts shall be used by Qwest to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the Qwest Central Office.

8.4.4.2 Upon receipt of an ICDF Collocation Order Form, Qwest will verify if ICDF Collocation capacity is available within a requested Central Office. Verification of ICDF capacity will be completed within seven (7) calendar days. In those Central Offices where ICDFs have not been previously placed, Qwest will make ICDFs available within ninety (90) calendar days of verification.

8.4.4.3 When ordering UNEs or ancillary services to be terminated on the Interconnection Distribution Frame, each UNE or ancillary service is ordered separately, using the existing ordering forms and intervals for the specific UNE or ancillary service.

Section 8.5.1.1 thru 8.5.1.2...Billing

Mr. Priday proposes the deletion of sections 8.5.1.1 and 8.5.1.2, because, he claims, they are contradictory and redundant with sections 8.5.3.1. I disagree. Section 8.5.1.1 addresses billing for all forms of collocation. Section 8.5.2 provides additional information that is unique to virtual collocation, and Section 8.5.3 provides additional information that is unique to caged and shared physical collocation. These sections need not be removed from the SGAT.

Section 8.6.1.3...Virtual Collocation Non-discrimination

Mr. Wilson proposes changes to section 8.6.1.3 to clarify Qwest's responsibility to repair a CLEC's virtually collocated equipment in a non-discriminatory manner. Qwest agrees to modify the language in accordance with Mr. Wilson's proposal.

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, Qwest will promptly notify CLEC of such failure and the corrective action that is needed. Qwest will repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest. CLEC is responsible for transportation and delivery of maintenance spares to Qwest at the Premises housing the failed equipment. CLEC is responsible for purchasing and maintaining a supply of spares.

Section 8.6.3.1...ICDF Collocation

Mr. Priday once again proposes to delete a paragraph to eliminate the ICDF collocation option. Qwest opposes Mr. Priday's proposal to delete this paragraph since it is an option exercised by some CLECs.

8.6.3.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using correct procedures to dress and terminate jumpers on the ICDF, including using fanning strips, retaining rings, and having jumper wire on hand, as needed. Additionally, CLEC is required to provide its own tools for such operations.

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF ARIZONA

Docket No. T-00000A-97-0238

IN THE MATTER OF THE INVESTIGATION INTO QWEST COMMUNICATIONS, INC.'S
COMPLIANCE WITH § 271(C) OF THE TELECOMMUNICATIONS ACT OF 1996

EXHIBITS OF

THOMAS R. FREEBERG

QWEST COMMUNICATIONS, INC.

August 10, 2000

INDEX OF EXHIBITS

<u>DESCRIPTION</u>	<u>EXHIBIT</u>
Switch Port Utilization Report (CONFIDENTIAL)	TRFR1-01
Qwest Final Trunk Group Blockage & Utilization Report (CONFIDENTIAL)	TRFR1-02
Collocation Space Inquiry Policy	TRFR1-03
Reclamation Policy	TRFR1-04

Freeberg Exhibits 1-4

Confidential and Proprietary

Redacted Version